

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170201 Trades, Labor and Materials (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or Agreement deficiency

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be “low volume” in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Agreement Number”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name Dura Pier Facilities Sources, LTD dba Facilities Sources

Address 13124 Player Street

City Houston State TX Zip 77045

Phone (713) 337-5700 Fax (713) 721-3788

Email of Authorized Representative tammi@facilitiesources.com

Name of Authorized Representative Tammi L. Terry

Title President

Signature of Authorized Representative 

Date March 6, 2016

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170201 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

Supplier Information

Company	Facilities Sources (Dura Pier Facilities Services, LTD dba Facilities Sources)
Address	P. O. Box 35008 Houston, TX 77235
Contact	Tammi L. Terry, President
Department	
Building	
Floor/Room	
Telephone	(713) 337-5700
Fax	(713) 721-3788
Email	tammi@facilitiesources.com
Submitted	3/14/2017 04:01:06 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tammi L. Terry

Email tammi@facilitiesources.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Texas

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Facilities Sources is a uniquely qualified job order contractor with a construction history that dates back three generations in foundation repairs in Houston, Texas. Since its inception in 1990, Facilities Sources has evolved and diversified into a multi-faceted construction company with significant job order contract experience gained in the public and private sectors for commercial, educational, institutional, and industrial clients.

Facilities Sources offers the TIPS/Region 8 ESC Trades, Labor and Materials JOC Program strong ties to the community, solid, long term professional relationships with numerous local subcontractors, suppliers and vendors, and 27 years of successes for performance on similar scopes of work utilizing the job order method.

Facilities Sources supplies quick turnkey, integrated, quality construction services with multi-trade licenses and capabilities. Facilities Sources is able to efficiently coordinate all phases of construction, providing maximum productivity, quality and safety to its customers. This unique combination of services under one roof means one team is efficiently completing the job, ensuring maximum productivity and quality, at the least possible price, adding to customer satisfaction.

Facilities Sources employs professionally licensed personnel in Plumbing, Electrical, HVAC, Professional Engineers, and various journeyman trades and experienced craftsmen.

- Texas Board of Professional Engineer, Civil, #83842
- State of Texas Electrical Contractor License, #31749
- State of Texas Air Conditioning & Refrigeration Contractor License #TACLA9125E
- Texas State Board of Plumbing Examiners, Master RMP License, #M-36461
- Texas State Board of Plumbing Examiners, Journeyman License, #35654
- State of Texas Master Electrician License, #9966
- State of Texas Journeyman Electrician License, #58631
- Port of Houston Authority Small Business Enterprise
- Texas Comptroller of Public Accounts HUB Certification #1201012492800
- National Women's Business

Enterprise Certification
 #2005126171
 • City of Houston, Hire Houston
 First Certificate
 Areas of construction expertise
 include:
 • Full general construction and
 retrofit remodel/renovation
 • Electrical
 • Mechanical
 • HVAC
 • Foundation repairs and
 stabilization services
 • Moisture protection and
 waterproofing

6	Primary Contact Name	Primary Contact Name	Tammi L. Terry
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	tammi@facilitiesources.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 337-5717
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 721-3788
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(832) 274-8171
12	Secondary Contact Name	Secondary Contact Name	David Terry
13	Secondary Contact Title	Secondary Contact Title	Vice President
14	Secondary Contact Email	Secondary Contact Email	davidterry@facilitiesources.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 337-5718
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 721-3788
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 501-9060
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Tracy Foster
19	Admin Fee Contact Email	Admin Fee Contact Email	tracy@facilitiesources.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 337-5703
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tracy Foster
22	Purchase Order Contact Email	Purchase Order Contact Email	tracy@facilitiesources.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 337-5703
24	Company Website	Company Website (Format - www.company.com)	www.facilitiesources.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	201012492
26	Primary Address	Primary Address	13124 Player Street

27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77045
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Job Order Contract, Renovation, Repairs, HVAC, Electrical, Plumbing, Roofing, RS Means, Unit Price, minor construction, licensed, HUB, Texas, JOC Works, Energy, restoration, disaster recovery
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	27
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	JOC Works
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the	(No Response Required)

person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

Do you have any conflicts under this statutory requirement?

45 Filing of Form CIQ

If yes (above), have you filed a form CIQ as directed here?

46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

Do you certify the three (3) certification of lobbying

statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

- | | | |
|---|--|------------------------|
| 47 Regulatory Standing | I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. | Yes |
| 48 Regulatory Standing | Regulatory Standing explanation of no answer. | |
| 49 Antitrust Certification Statements (Tex. Government Code § 2155.005) | By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:
(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. | (No Response Required) |

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 51 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 53 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 54 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 55 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
60	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

61 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

62 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

63 Remedies Explanation of No Answer

64	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) a felony offense under Title 5, Texas Penal Code;
- (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

76 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

- 77 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00



REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.

Entity Name: Lone Star College System (LSCS)
Contact Name and Title: Susan Gallup, Project Manager II
Facilities Planning & Construction
Address: 20515 State Highway 249
Mail Code UP1102
Houston, Texas 77070
Email Address: Susan.J.Gallup@lonestar.edu
Phone Number: (281) 290-2609
Years Served: June 2009 - Present

Brief Description of Work Performed and Cost:

Facilities Sources provided construction services for Interior/office renovations, painting, erosion control, fabric canopies, monument signs and various repairs.

Annual Volume: \$ 221,456.60
Number of Projects Awarded: 45 job orders
Total Dollar Value Awarded: \$1,550,196.20

Entity Name: Spring Branch Independent School District
Contact Name and Title: Kris Drosche, Project Manager
Planning and Construction Department
Address: 1066 Westview Bldg. A
Houston, Texas 77055
Email Address: kris.drosche@springbranchisd.com
Phone Number: (713) 251-1001
Contract Period: May 2008 - Present

Brief Description of Work Performed and Cost:

Facilities Sources provided construction services for installation of smart board outlets; track resurfacing; new sidewalks, roof drain systems, flooring; install ceiling tiles, ornamental fencing and painting.

Annual Volume: \$ 158,880.23
Number of Projects Awarded: 52 job orders
Total Dollar Value Awarded: \$1,271,041.87



RCSP 170201
Trades, Labor and Materials (JOC)
TIPS / Region 8 Education Service Center



Entity Name: Alvin Community College
Contact Name and Title: Mark Putnam, Physical Plant Manager
Address: 3110 Mustang Rd.
Alvin, Texas 77511
Email Address: mputnam@alvincollege.edu
Phone Number: (281) 756-3584
Contract Period: October 2015 - Present

Brief Description of Work Performed and Cost:

Facilities Sources provided construction services for fencing, plumbing & roof repairs; installing new flag pole.

Annual Volume: \$ 45,712.55
Number of Projects Awarded: 6 job orders
Total Dollar Value Awarded: \$ 45,712.55

Entity Name: Katy Independent School District
Contact Name and Title: Ron Chandler, Assistant Director Maintenance
Address: 20380 Franz Road
Katy, Texas 77449
Email Address: ron.chandler@katyisd.org
Phone Number: (281) 396-2515
Contract Period: August 2007 - Present

Brief Description of Work Performed and Cost:

Facilities Sources provided construction services for renovation of a high school science lab, and restrooms; Hurricane Ike repairs including replacing fuel dispensers, canopies and siding; sanitary lines for portable buildings; casework, sidewalks and painting.

Annual Volume: \$ 278,313.27
Number of Projects Awarded: 113 job orders
Total Dollar Value Awarded: \$2,504,819.41



RCSP 170201
Trades, Labor and Materials (JOC)
TIPS / Region 8 Education Service Center



Entity Name: Humble Independent School District

Contact Name and Title: Kenny Kendrick, Director of Facilities, Construction, Maintenance & Operations

Address: 1703 Wilson Rd. Bldg. B
Humble, Texas 77338

Email Address: Kenny.kendrick@humble.k12.tx.us

Phone Number: (281) 641-8701

Contract Period: March 2008 - Present

Brief Description of Work Performed and Cost:

Facilities Sources provided construction services for Humble ISD facilities throughout the district for interior and exterior painting, floor repairs, computer lab CCTV upgrades and improvements, door replacements, and parking lot improvements.

Annual Volume: \$ 166,714.21

Number of Projects Awarded: 19 job orders

Total Dollar Value Awarded: \$1,333,713.70

Choice Partners

Pre-bid Contract with Choice Partners



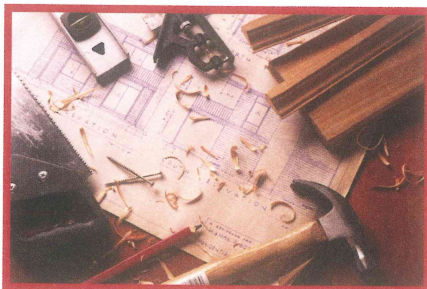
Through a competitive bid process, Dura Pier Facilities Services, Ltd. dba Facilities Sources was awarded a contract by Harris County Department of Education for IDIQ Contracting through Choice Partners. Choice Partners is a procurement cooperative that specializes in contracts to meet facility needs

from the roof to the utilities tap at the street.

Cities, counties, school districts, colleges and universities, and other entities may legally use the pre-bid contract after signing an interlocal agreement. There is no cost for membership.

Facilities Sources focuses on the regions surrounding Victoria (ESC 3), Houston (ESC4), Beaumont (ESC 5) and Huntsville (ESC 6); their awarded Choice Partners contract may also be used in the regions surrounding Corpus Christi (ESC 2), Austin (ESC 13) and San Antonio (ESC 20).

Using Facilities Sources for IDIQ Contracting through Choice Partners saves time and money, initially in the purchasing department, then later in renovation, construction and facilities management.



HUB / WBE Certified

Dura Pier Facilities Services, Ltd. dba Facilities Sources is a Texas Limited Partnership, which is SB, WBE, and Certified as a Historically Underutilized Business (HUB) by the Texas Building & Procurement Commission.

Partnership results

Due to damages from Hurricane Ike in September 2008 in La Marque ISD, schools were closed. They quickly accessed IDIQ Contracting Services through Choice Partners. Dura Pier Facilities immediately began recovery efforts. This allowed the schools to reopen within 14 days.

"Getting them in to do clean-up work right away saved our buildings."

– La Marque ISD Superintendent Ecomet Burley.

"We are very, very pleased. Dura Pier met and exceeded our expectations."

... "We would be happy to use them again."

– La Marque ISD Assistant Superintendent Rollie Ford

Columbia Brazoria ISD has also relied on Dura Pier Facilities.

"Dura Pier pulled it together and brought us something that exceeded our expectations. ... We're repeat Dura Pier customers. When someone is good you continue to work with them."

– Columbia Brazoria ISD Assistant Superintendent Steve Galloway

Dura Pier Facilities has also served as a partner to the University of Houston.

"Dura Pier has completed several projects for the University of Houston... with extreme professionalism, with the highest quality workmanship, and in a timely and safe manner. Our experience with Dura Pier continues to be extremely positive, and the results of their construction efforts have been impressive to the university's project management team and end users."

– Katina Jackson, Associate Director, Athletics Development/Cougar Pride, University of Houston

Dura Pier Facilities Services

dba Facilities Sources

13124 Player Street, Houston, TX 77045

P.O. Box 35008, Houston, TX 77235-5008

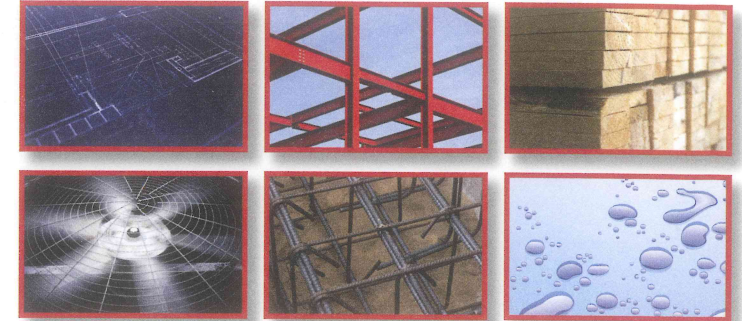
www.facilitysources.com

(713) 337-5700 Office

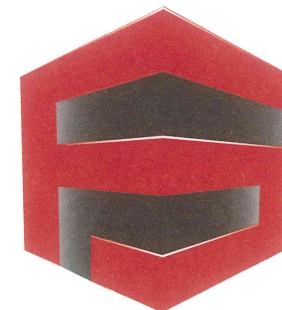
(888) 253-8688 Toll-free

(713) 721-3788 FAX

Facilities Sources



**A construction company
with a firm foundation**



**FACILITIES
SOURCES**

We've built a solid reputation ...

Facilities Sources supplies quick turn-key, integrated, quality construction services with in-house, multi-trade capabilities for the commercial, educational and institutional markets.

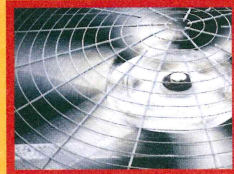
With specialty licenses for electrical, mechanical and plumbing services, Facilities Sources safely and efficiently coordinates all phases of construction, providing maximum productivity and quality to customers.

Areas of Construction Expertise



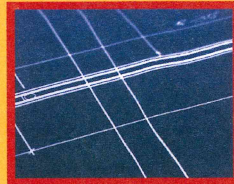
▶ Repair and Renovation, including

- Electrical
- Mechanical
- HVAC
- Moisture protection,
waterproofing and roofing
- Foundation repairs and
stabilization services



▶ Minor Construction

▶ Planning and Design



Foundation for Success

Facilities Sources' reputation and success is built on planning and managing projects within budgets that require rigorous and demanding schedules.

Experience Leads to Excellence

Facilities Sources provides management expertise offering years of professional construction experience. Established in 1990 as a company focusing on structural foundation repairs, today Facilities Sources offers:

- Full General Contracting Services
- Mechanical, Electrical and Plumbing
- Miscellaneous Remodeling and Renovation
- Structural Foundation Repair

...through an
unwavering
commitment
to excellence.

Unique Efficiency Advantage

The multi-trade capabilities and specialty licenses for electrical, mechanical and plumbing services make Facilities Sources unique among construction companies. Facilities Sources efficiently coordinates all phases of work – ensuring a smooth transition between the various trades – with little or no scheduling adjustments. Each work division has its own experienced journeyman specializing in that particular trade.

Facilities Sources also understands the value of using local subcontractors to keep tax dollars within the local community.

IDIQ Contracting

Facilities Sources is experienced in IDIQ Contracting, a proven, effective construction method allowed by law for construction in schools, colleges and universities, cities and counties. Facilities Sources' IDIQ Contracting team manages the details by using a predetermined set of prices and standards for:

- Renovation
- Repairs
- Disaster Recovery

Multiple construction projects can then be completed very quickly.

Choosing Facilities Sources and IDIQ Contracting for turn-key construction effectively expands the capabilities of the facility owners' staff with the expertise from our qualified and knowledgeable construction team. Facilities Sources' IDIQ Contracting Partnership is a continuing program, not a project, that ensures quality, service and trust. Facilities Sources works for the long-term, continuing a relationship that leads to repeat business.

**Facilities Sources'
partnership is a continuing
program, not a project,
that ensures quality,
service and trust.**

Facilities Sources brings a Qualified IDIQ Contracting Project Management Team, experienced in all phases of construction, as well as minor construction. Typically local subcontractors are used, which keeps tax dollars in the community; Facilities Sources can bring in their own team, but also understands the need for local subcontractors to keep tax dollars in the local community.

A ONE YEAR WARRANTY is provided on all task orders, regardless of size, but as a partner and contractor of choice with the facility owner, Facilities Sources will continue to serve and ensure satisfaction for years to come.



Environmental Policy

It is Facilities Sources' policy to promote and maintain environmentally responsible practices for the benefit of our customers, consumers, employees and communities in which we operate. We will conduct our business in a manner that protects the environment and demonstrates good stewardship of our world's natural resources. To support this common goal, we will:

- Comply with applicable codes, regulations and standards.
- Use natural resources, including raw materials, energy, and water, as efficiently as possible.
- Actively promote recycling both internally and amongst our customers and suppliers.
- Protect the health and safety of our employees and surrounding communities and ecosystems.

We will work to achieve these commitments by:

- Providing environmental awareness training to our employees and more specific environmental training where appropriate.
- Working collaboratively with our customers, supplies and surrounding community on environmental issues.

We will make every effort to ensure that environmental performance is an integral part of Facilities Sources' performance and of the performance of all of our employees. To this end, we will constantly monitor our environmental practices and seek to continually improve our progress.

Tammi L. Terry
President

A handwritten signature in blue ink, appearing to read 'Tammi L. Terry', is written over the printed name and title.

QUALITY CONTROL PLAN

Facilities Sources Quality Control Plan establishes procedures for the scheduled and unscheduled inspection and review of all items of work including management and construction services to ensure that the quality of materials, equipment, workmanship and warranty service comply with the provisions and specifications. This plan applies to all Facilities Sources' employees, subcontractors and vendors providing on-site or off-site materials and/or services. Our proposed Quality Control Plan encompasses the following:

- Statement of Policy
- Quality Control Organization with management removed from production with a separate Quality Control Manager
- Established responsibilities and authorities
- Accountability at all levels of performance
- Comprehensive design and submittal reviews
- An extensive program of control inspections by task
- Analysis of all levels of performance
- Early identification of causes and trends not meeting standards
- Reporting of any deficiencies noted
- Corrective action to resolve and eliminate deficiencies
- Customer Service Program
- Follow-up of corrective actions
- Documentation of all Quality Control activities

QC Policy

Facilities Sources has established a company policy of striving to obtain the highest level of quality and workmanship in services performed and in projects it manages and constructs. This policy is implemented through the company's Quality Control Plan which monitors and measures performance through all phases of project management and construction processes including project planning and management, procurement, fabrication, equipment installation and construction. Our company assures the highest quality level by:

- Maintaining supervised controls and written instructions (mock-up of work as a quality control tool) governing Quality Control procedures and practices.
- Establishing clearly defined lines of authority and responsibilities for QC compliance.
- Defining job order quality requirements and ensuring conformance to all contractual requirements, specifications and all applicable Federal, State, Local, and Trade Design and Construction Standards and Requirements.
- Maintaining accurate records of inspections, test certifications, manufacturer's certifications and other documentation.

- Notifying management, appropriate architectural and Client Member Representatives of quality control discrepancies and taking immediate corrective action.
- Reporting to the corporate office and performing trend analysis to identify recurring discrepancies and implementing corrective action to eliminate.
- Maintaining continuous communication with the Client Member to ensure rapid response and common focus.

Quality Control Organization

Facilities Sources will implement a Quality Control System through a Quality Control Organization headed by a Quality Control Manager that reports directly to corporate quality control management and is separate from the production or supervisory staff.

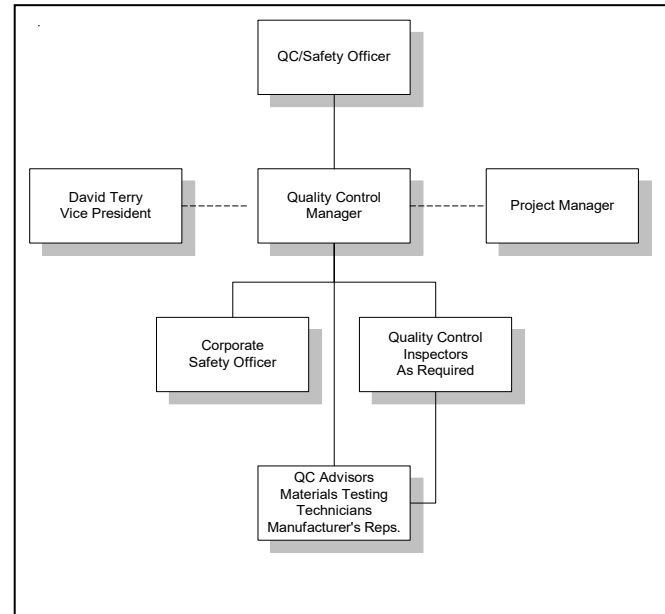
The QC Manager will be supported in the performance of construction quality control activities by assigned Quality Control Inspectors who may either be the Project Coordinator or Superintendent. This

organization shall be supplemented by additional personnel including Quality Control Advisors provided through consulting firms, subcontractors or manufacturer's representatives for the inspection, start-up, commissioning and/or testing of materials, equipment and systems in specialized disciplines required by the job order. In addition, Materials Technicians from approved testing laboratories will be assigned for construction materials testing including soils, concrete and paving as needed.

The Quality Control Organization personnel shall be a part of the company's staff or a member of the staff of a subcontractor or supplier performing work on the project. Our proposed Quality Control Organization reflects direct lines of reporting by the solid lines with the dashed lines indicating indirect reporting.

Duties, Responsibilities and Authorities

Facilities Sources Quality Control Program is administered by the Corporate Quality Control/Safety Officer. He is responsible for developing and revising policies and procedures for the company's quality control program. He will be supported in the implementation and enforcement of the plan by a permanently assigned QC Manager who will have no duties other than Quality Control and Safety related functions.



Quality Control Organization

The establishment of this quality control structure, however, will not reduce the obligation of each member of our staff or its subcontractors from providing consistent quality performance and monitoring of their own services.

The Corporate Quality Control/Safety Officer is ultimately responsible for assuring quality performance at each contract site and thus, is directly responsible for the effective implementation of the project quality control plan. He will work closely with and support the project quality control organization in implementing the quality control system and in providing quality control policy guidance. He establishes company policy regarding quality control functions and procedures and is committed to assuring customer satisfaction.

The Corporate Quality Control/Safety Officer will periodically visit the JOC project sites and will meet with the Client Member Representatives to review progress and discuss quality. He will monitor deficiencies, corrective actions and customer ratings and has final approval authority for the quality control plan and any revisions.

The Corporate QC/Safety Officer resolves all quality issues not handled at the job order contract sites and may be directly contacted by the Client Member Representative at any time.

Facilities Sources' will select a Quality Control Manager for the contract. He will be appointed by and report to our Corporate QC/Safety Officer. An appointment letter for the QC Manager outlining duties, responsibilities and authorities will be prepared and submitted to the upon award of the contract.

The QC Manager will have the responsibility for implementation and administration of overall project quality control activities. He is immediately responsible to ensure that quality control procedures are properly planned and conducted, construction is pursued to exceed established quality standards and all identified deficiencies are corrected. He will develop job order specific quality control plans and will coordinate with the Project Manager and Project Coordinators for accomplishment of quality control activities during the planning, estimating and solicitation phases for job orders and will coordinate for pre-construction and quality control and testing activities with the Client Member Representative. He will report directly to the Corporate QC/Safety Officer and indirectly to the Project Manager regarding all project quality control reports, issues and deficiency tracking and correction. The QC Manager is responsible for:

- Preparation, implementation and administration of job order specific quality control plans and checklists to ensure that all contract requirements are accomplished.
- Training and mentoring of project personnel in step-by-step procedures to implement effective quality control.
- Attending the all Pre-Work, Joint Scope, and Pre-Construction Conferences for each job order and preparation and signing of meeting minutes.
- Coordination with the Project Manager for identification and tracking of quality control and submittal milestones in the overall job order schedule.

- Assisting the Project Manager in directing and supervising the QC Specialists and subcontractors to ensure compliance with the policies and procedures of the quality control plan.
- Performance of trend analysis and recommendations for revisions to the project quality control plan to eliminate recurring deficiencies due to identified defects or omissions in the overall plan.
- Selection and assignment of individual QC Specialists for job orders.
- Directing accomplishment of job order specific quality control plans and documentation.
- Preparation and maintenance of the submittal register for each job order for the duration of the contract. A review of the register shall be performed at least weekly in conjunction with the scheduled dates the submittal approval is required and in relation to the actual work status. A revised or updated submittal register shall be provided to the Client Member if required due to a change in submittal due dates.
- Reviewing and certifying all shop drawings and/or other submittals for compliance with the contract requirements prior to their transmission to the Client Member Representative.
- Reviewing job order work requirements to assure that Safety and OSHA procedures are practiced at the project site. This includes insuring that proper personal protective equipment (PPE) is worn at all times, fire protection equipment is available at each job order site and providing to the Client Member Representative specific work in progress and safety procedures for asbestos and lead paint removal and hazardous materials handling and disposal, if required.
- Maintaining a current inventory of installed property.
- Maintaining a listing of required Operations and Maintenance Manuals and Contractor instructional requirements and suspense/action dates.
- Ensuring training is conducted and that Operations and Maintenance Manuals, and record drawings are transmitted to the Client Member Representative during the pre-final inspection.
- Establishing and maintaining a Deficiency Notice and Job Order Master Deficiency List Program and a tracking and/or suspense system to monitor and assure all inspection and testing activities and frequencies are in accordance with the contract requirements.
- Conducting follow-up audits to ensure that deficiencies do not recur.
- Ensuring all QC activities are properly documented and maintaining the central repository for all quality control files and records.
- Ensuring that all quality control reports are generated and distributed in accordance with the contract and quality control plan requirements.
- Acting as the primary point of contact for the Client Member's Inspectors regarding project quality control issues.

- Initiating and transmitting in advance of job order completion, a complete and factual report of all remaining submittals, inspections and tests required prior to acceptance of the work by the Client Member Representative.
- Administering the Contractor's Warranty Program.
- Conducting project-wide trend analysis through evaluation and analysis of quality control documentation and on-site surveillance to safeguard against recurring quality discrepancies and/or deficiencies of materials and services.
- Periodically performing quality control audits on management and work procedures for each contract requirement to ensure compliance.
- Conducting performance reviews of subcontractor performance.
- Maintaining a technical library with current codes, publications, regulations, instructions and manuals and ensuring changes are posted or ordered.
- Providing documented evaluations, assessments, and quality control assistance to Facilities Sources and subcontractor personnel.

The QC Manager will have full authority to act in all quality control matters including requiring removal and replacement of non-conforming work or stopping work if he feels a given quality control or life or property safety problem warrants. Additionally, he will be directed to report repetitive and/or untimely corrective actions directly to the Corporate Quality Control/Safety Officer.

The QC Manager will be responsible for managing daily preventive and corrective quality control activities on assigned job orders for Facilities Sources and its subcontractors. This individual will conduct quality control meetings, the performance of the three phases of control established by this plan, ensure testing is performed and prepare quality control certifications and documentation required under the contract. The QC Manager is authorized by a Letter of Authority to take all action necessary to assure total quality.

The QC Manager will:

- Perform all daily inspections and tests of the scope and character necessary to achieve the quality of construction outlined in the plans and specifications for all work under the job order performed on or off site.
- Assist in preparation of job order specific quality control, safety and environmental protection plans.
- Establish acceptable quality levels and continuously inspect workmanship of our employees and subcontractors for conformance.
- Coordinate with the Client Member Inspectors and notify them of daily QC activities.
- Identify deficiencies and order immediate corrective action or develop an acceptable corrective action plan with milestones for correction.
- Prepare and submit all job order QC documentation and coordinate record retention and maintenance.

- Attend the Pre-Construction Conference, conduct weekly QC and safety meetings, and prepare meeting minutes and lists of attendees.
- Maintain the latest applicable drawings and specifications with amendments and/or approved modifications at the job site and assure that they are used for all shop drawings, fabrication, construction, inspections and testing.
- Perform material and equipment receipt inspections and reject damaged items or items not in compliance with the specifications, approved submittals or established quality level.
- Inspect materials and equipment storage areas and ensure proper storage for items not immediately incorporated into the work.
- Maintain marked-up drawings at the site depicting as-built conditions. The drawings shall be available for review by Client Member at all times.
- Ensure appropriate actions are undertaken should slippage in the schedule or other changes so necessitate.
- Inspect all work for compliance with OSHA regulations, the Corps of Engineers, "Safety and Health Requirements Manual", EM 385-1-1, and the Company's approved Safety Program. All deficiencies and/or violations will immediately be brought to the attention of our employees and/or Subcontractors and corrected.
- Direct and conduct wage compliance interviews including Subcontractor and our employees. Notify the Project Manager of non-compliance with reporting and regulation requirements and monitor corrective action.
- Prepare and review with the Client Member Representative the progress and final payment requests.
- Assure that correct procedures are followed for proper disposal of contaminants and refuse. If necessary, a project specific plan will be developed to augment standard procedures.
- Perform a Punch-Out Inspection and develop a punch list of items requiring correction or completion prior to the Client Member Pre-final Inspection.
- Attend and assist the Client Member at the Pre-final Inspection and the Final Acceptance Inspection.

The Quality Control Specialists will perform inspections, testing, start-up and commissioning of equipment and systems. While acting in the capacity of QC Specialist, they will coordinate all QC activities and reporting with the QC Manager. They will have the responsibility of performing inspections in their appropriate discipline, requiring corrective action for deficient work, completing inspection reports and ensuring that adequate testing has been performed. They will be responsible for reporting any deficient trends which may appear with a specific subcontractor or a member of our personnel to the QC Manager.

Materials Technicians will be provided by accredited testing labs and will be responsible for performance of all testing required for construction materials including, but not limited to, soils, concrete and asphalt.

Hazardous materials will be tested by Materials Technicians holding certification for the appropriate material such as asbestos or lead paint. While acting in the capacity of Materials Technician, they will coordinate all QC activities and reporting with the QC Manager. They will ensure proper procedures are utilized for all testing activities and that a "chain of custody" is maintained from sample point to job to the laboratory when required.

Employee and subcontractor commitment to quality throughout the entire organization will be emphasized through training and management's positive attitude toward quality. During phase-in and prior to the Pre-Performance Conference with the Client Member, our proposed QC Manager will be equipped with a copy of our Quality Control Plan. Also, during this time, he will be familiar with the specifications and other contractual requirements.

Training in our procedures will be provided to him during phase-in and as needed throughout the term of the contract by our Corporate Quality Control and Safety Officer. He will work closely with the QC Manager initially overseeing the preparation of job order specific quality control plans, attending inspections with him and other QC staff members, documenting daily inspections, preparing testing plans and logs and reviewing all work performed by him. The QC Manager will understand that ensuring compliance with the plan and preventing deficiencies will be his sole responsibility and that independence of findings are an integral part of his job. After satisfied that he fully understands our program and all procedural requirements, he will periodically assess performance by attending quality control and safety inspections with him and other staff members at job order sites, reviewing his assessments of laboratory tests and independently verifying root causes of deficiencies as well as reviewing all reports submitted to the corporate office on a continuing basis.

During the course of the contract our QC Manager will be required to attend continuing education courses as a result in changes in safety or environmental regulations and to stay abreast of the market regarding new products and trends. An annual training schedule will be developed by the Corporate QC/Safety Officer.

All employees and subcontractors will be encouraged to assume quality control responsibilities for their work to instill a sense of pride in work well done, rather than work in fear of an unfavorable inspection report. Performance will be monitored closely through a series of controls, including inspections and testing with immediate feedback provided for both positive and negative results. In this manner, a clear understanding of quality expectations and requirements will be firmly established for both our employees and subcontractors.

Staff Qualifications

The quality control organization we propose will manage and administer the daily operations of the contract. Each individual assigned to this contract will have specific areas of responsibility and will also have the ability and obligation to assist, as needed, elsewhere on the contract. These qualifications will be the minimum acceptable for new employees should any individuals resign during the term of the contract. Immediate replacement of personnel will be assured through effective recruitment and hiring procedures.

Our Quality Control (QC) Manager will have a degree in engineering, architecture or construction management and extensive experience in building construction and quality

control and methods of inspection. In lieu of a degree, the QC Manager will have a minimum of five years experience in general construction with three years experience as a senior supervisor in the construction industry including one year on JOC/IDIQ construction projects requiring the preparation of working drawings or formal designs. He will be capable of establishing and maintaining an effective quality control system. This individual will be able to perform daily quality control inspections, review design drawings and specifications, prepare daily reports and detect defects on a project or from a subcontractor. He will have the ability to implement testing plans and make recommendations for corrective actions. He will possess a strong knowledge of applicable codes and industry standards.

Quality Control Inspectors will have a minimum of three years construction experience with a strong knowledge of all construction trades. They will be experienced in performing inspections of work and have an understanding of specifications, codes and industry standards. Superintendents may serve in this position in a support capacity to the Quality Control Manager.

Quality Control Specialists provided by subcontract will be graduate engineers with two years experience in performing QC activities in the discipline in which they will perform work, or will be technicians with five years experience in the related field. Technicians will be high school graduates with a minimum of two years of specialized training in the field.

Materials Technicians provided by accredited testing laboratories will have a minimum of two years of experience for the appropriate area. They will be high school graduates with a minimum of two years specialized training in the appropriate area. They will hold certificates or licenses in their field as required by the contract specifications or local, state or federal regulations.

Pre-Performance Meeting

After contract award and prior to the start of construction, the Corporate Quality Control/Safety Officer, Project Manager and QC Manager of the Facilities Sources will meet with the Client Member Representatives to discuss the quality control system and program. The QC Plan will be prepared by the QC Manager under the direction of the Corporate QC/Safety Officer and will be submitted for review and approval a minimum of five days prior to the meeting. A mutual understanding of the quality control details will be developed, including the method of administration for onsite and offsite activities, control methods, testing, coordination of management, and the interrelationship of our control and surveillance procedures.

Forms to be used for recording and documenting the Quality Control activities will be reviewed and finalized. Minutes of the meeting will be and signed by our personnel attending the meeting and returned to the Client Member Representative. Our management personnel will be available throughout the term of the contract to attend subsequent meetings to reconfirm mutual understandings or address deficiencies in the QC system or procedures which may require corrective action by the contractor.

Quality Control Meetings

During construction, the QC Manager shall conduct quality control meetings weekly with the Client Member Representative and our management personnel responsible for the upcoming

work on each job order. These meetings are utilized to enhance communication and documentation for each job order. The following items will be covered:

- Review the schedule and the status of work including work or testing accomplished, rework items identified and rework items completed since the last meeting.
- Review the status of submittals including those reviewed and approved since the last meeting and those required in the near future.
- Review the schedule of work to be accomplished in the next week and documentation required.
- Establish completion dates for rework items, scheduling preparatory, initial and follow-up phases and testing.
- Discuss the status of off-site work or testing.
- Discuss documentation required.
- Resolve quality control and production problems.
- Address items that may require revising the QC plan.
- Methods to eliminate the recurrence of problems identified.

The QC Manager will hold weekly meetings with the Client Member Representative to discuss individual job orders and overall project status. QC personnel, the Project Manager and personnel from other functional areas will attend the weekly interface meetings if requested by the Client Member.

Submittal Procedures

The tracking of submittals and approvals for materials, catalog cuts and shop drawings are extremely important to the smooth flow of work and to ensure that delays in procurement of materials and construction are minimized. All shop drawings, samples, certifications and test results required by the specifications will be submitted for approval.

For each job order project, all required submittals will be logged onto a Submittal Register, which is used to schedule the dates that submittals are required from the subcontractors or suppliers, the dates they are submitted to the , what their status is, and when the submittals are returned to the subcontractor or vendor. In addition, submittal requirements will be listed regarding waste disposal documentation to be provided to Client Member. Each subcontractor and/or supplier will be advised as to what submittals are required and the date required, taking into consideration the lead time required for preparation and approval time. The QC Manager will be responsible for coordination and management of the submittal process and preparation of the Submittal Register. The QC Manager with assistance from the Project Manager and Project Coordinators will identify all required submittals and dates for submission and approval. The QC Manager will prepare the Submittal Register in electronic format and submit an electronic and hard copy to the Client Member Representative for review and approval. The approved submittal dates will be incorporated into the construction schedule by the QC Manager with assistance from the Project Coordinator and Project Manager. The QC Manager is authorized to

take all reasonable, contractual steps necessary to assure timely receipt of submittals and shop drawings. Failure on the part of the subcontractor or supplier to present acceptable submittal data can and will result in disruption of their contract and removal from our approved subcontractor/purchasing list.

The QC Manager will prepare and certify contractor-initiated submittals. Submittals initiated by subcontractors, suppliers, off-site fabricators or purchasing agents will be reviewed in detail by the QC Manager to ensure contract compliance and endorsement/certification before they are sent to Client Member. When the submittal data is received, the date of receipt will be stamped on all copies and promptly checked to determine if it is in compliance with the contract documents and technical specifications. The receiving date is entered in the submittal register.

Should the review of the submittal indicate it is not in compliance with the contract requirements, it will be returned to the subcontractor or vendor for corrections; or, if in the opinion of our technical staff the variation will provide the same level of quality or better, the variations will be noted and explained upon transmittal to the for approval.

In the case of submittals of products, equipment and systems of a technical nature, the QC Manager may request that the Project Coordinator, Project Manager or an A/E consultant review them for appropriateness to the overall job order goals before the QC Manager submits them for approval. Shop drawings and manufacturer's data, such as catalog cuts, shall have each sheet stamped with the QC Manager's approval stamp.

For each submittal, a Submittal Transmittal shall be completed for each item listing the item number, specification number or reference, and description of the item submitted. Each sheet of shop drawings will be dated, numbered consecutively, and includes the names of the fabricator, contractor, project and job order number, name and location of the project and location in the project work. The submittal will be transmitted to the Client Member Representative for review and approval, and the date and transmittal number entered in the appropriate column in the submittal register. The submittal register will be reviewed by the QC Manager on a weekly basis, and if a "Submittal Approval Required" date occurs during that reviewing week, notification will be made to the appropriate person as a reminder.

Upon approval and return of the submittal, copies of the approved submittal information and form will be made and transmitted to the vendor, subcontractor, and Superintendent. An approved copy will be filed in the job order project file. The date the approved submittal is received and the date forwarded to the vendor or subcontractor are entered into the appropriate columns on the submittal register.

If a submittal is returned disapproved, the vendor or subcontractor will be notified immediately by telephone. The disapproved submittal and transmittal form with annotations will be transmitted to the vendor allowing an appropriate time frame for correction and resubmittal. A copy of the disapproved transmittal form and submittal data will be retained by the QC Manager and the Project Coordinator will be notified of the disapproval. Copies of the disapproved submittal *will not* be forwarded to the job order project site. Only approved submittal data will be retained at the project site. The date received and transmitted to the

vendor or subcontractor and approval action will be entered in the submittal register. If timely receipt of the resubmittal is not obtained, a reminder is made to the vendor or subcontractor or another source for the product is located. The information in the resubmittal is compared to the original submittal and the comments regarding disapproval. If the information answers the objections raised on the original submittal, it is resubmitted on a transmittal form, the appropriate dates are entered in the submittal register and the process begins again. A revised submittal register will be forwarded to the Client Member Representative as required.

The QC Manager will ensure that materials and equipment are neither delivered to the jobsite nor incorporated in the work until Client Member's approval has been received. Additionally, he will have responsibility for performing inspections of materials and equipment purchased for this contract. Materials that are received damaged or in poor condition or do not meet specifications will be returned to the supplier/vendor for replacement.

Any substitutions to the specifications will be noted in the submittal itself. A complete explanation will be given as to why, where and how much is to be changed.

Testing

The purpose of our testing program is to ensure that adequate control measures are in place to ensure that our construction products meet or exceed the contract requirements and industry standards. We will identify and coordinate the performance of tests as specified or required to provide for quality job order projects and to detect defects in construction and products. Items identified as defective will be retested and/or rejected and replaced at no additional cost to Client Member.

Facilities Sources' will utilize the services of an approved testing laboratory to assist us in our quality control program. As each job order is issued our QC Manager will identify testing requirements and the frequency performed will be as negotiated with Client Member, but in all cases, in accordance with industry standards.

Testing will also be performed by the quality control staff for items not requiring laboratory testing. Such testing includes, for example, mechanical systems which will be evaluated by the composition of approved components and tested by direct observation or operation.

Facilities Sources will arrange for and provide required factory tests for equipment and material as deemed necessary. The respective Client Member Inspector will be notified prior to each factory test. Required testing will be identified and submitted in the job order specific quality control plan and will include: control, verification and acceptance testing procedures; test name and specification paragraph requiring the test; feature of work to be tested and testing frequency; and person and/or laboratory responsible for each test.

Preparatory Testing

Preparatory testing will consist of identification of all materials/equipment which will require testing based on the job order requirements. All materials/equipment requiring testing will be separately identified and categorized as needing laboratory tests, factory tests, and/or field tests. A schedule will be established and incorporated into the progress schedule to insure all

required tests are conducted in a timely manner to assure timely contract performance. Required testing will be identified and submitted in the job order specific quality control plan.

Initial Testing

Initial testing will begin with the commencement of the task requiring testing and continue until it is accomplished according to the schedule and complies with job order specifications and drawings. The QC Manager will assure that the Client Member Representative is notified in advance of the date scheduled.

Follow-up Testing

Follow-up testing will be conducted continuously to assure compliance with job order requirements. Any repeat testing will be accomplished as required until all nonconforming materials/equipment meet and conform to job order requirements.

Test Results

Independent Laboratory test reports will cite applicable scope requirements and describe the tests or analytical procedures used. The report will provide actual results and will include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Cover sheets for each report will be stamped in large red letters "CONFORMS" or "DOES NOT CONFORM" to the requirements, whichever is applicable. The results will be certified by a testing laboratory representative authorized to sign certified test report and submitted to the QC Manager. Manufacturers' certificates will accompany the test reports to certify that the material and equipment is the same type, quality, manufacturer and make as that tested.

Manufacturer's certification shall be furnished for all items of material and equipment as required by the job order technical specifications. All manufacturers' certification will be in the original. The equipment/material, specifications, standard or other quality control documents shall have certified copies of test data attached to the original certifications. An authorized official of the manufacturer will sign the manufacturer's certification.

Non-compliant test results will be immediately brought to the attention of the Client Member Inspector with recommendations for correction of deficiencies. We will retest and correct deficiencies at no additional cost.

Three Phase Method of Control

The QC Manager shall assure that no work proceeds until the appropriate control phase has been performed. These phases include Preparatory, Initial and Follow-Up. Control phases will be performed by the quality control staff on each definable feature of work. These are defined as any item which is distinct from other processes and which may be hidden by subsequent activity. The purpose of the Preparatory Phase is to ensure that proper planning and engineering has been accomplished. This control phase will consist of a meeting between the QC Manager, QC Specialist, Project Coordinator and the Superintendent or foreman of the in-house workforce or subcontractor performing the task. Prior to the start of work, preparatory inspections of all data and work sites will be performed. The Preparatory Inspection shall be performed by the Quality Control Representative prior to the beginning of any work on each

definable segment of work. The review includes: a review of contract requirements; review of each paragraph of the applicable specification; review of the contract drawings; review of the approved job order quality control plan and progress schedule; work plan and coordination with the user; verification that all materials and/or equipment have been tested, submitted and approved; a check to assure that provisions have been made for required control testing; examination of the work area to ascertain that all preliminary work has been completed; physical examination of materials and equipment to assure conformance to approved shop drawings or submittal data and that all materials and/or equipment are on hand and properly stored; and, ensure compliance with safety requirements including EM-385-1-1, OSHA Standards for Construction, equipment safety checks; review of the applicable activity hazard analysis; discussion of procedures for controlling quality of the work including repetitive deficiencies; documentation of the allowable construction tolerances and workmanship standards; resolution of all differences and discussion of the initial control phase.

Initial Phase

The QC Manager will perform an Initial Inspection immediately after arrival of workmen at the site when work begins on each definable feature of work. This inspection will be performed with the foreman and crews responsible for the specific task and will continue until the QC Manager is satisfied that a representative portion of the work has been inspected and acceptable levels of specified quality are met. The duration of the initial inspection will depend upon the work involved and will continue until acceptable levels of specified quality are being met. Inspections will be repeated in the event workmen or crews are changed. Initial Phase inspection will include:

- Verifying that preparatory inspection tasks are satisfactorily completed on schedule and that quality control standards are established.
- Review of the preparatory phase minutes.
- Establishing the quality of workmanship required.
- Verifying that the demolition plan and required digging permits are approved and reviewed at the work site.
- Resolving conflicts and reviewing specifications for clear interpretation.
- Commencing immediate corrective action to resolve deficiencies and insuring compliance with installation standards.
- Ensuring materials and equipment delivered are in proper condition and meet approved submittals and contract specification requirements, to include the "Buy American Act" prior to incorporation into the project.
- Inventorying and checking for proper storage of equipment and materials.
- Reviewing the Safety Plan and the appropriate activity hazard analysis to ensure that applicable safety requirements and standards are met.
- Ensuring that control inspection and testing are performed.

- Coordination of contractor access and activities with the user.
- Resolution of all differences.

Initial Phase Inspections shall be performed by the Quality Control Representatives until a representative segment of the particular item of work has been accomplished and will include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, detection of use of defective or damaged materials, omissions and dimensional requirements.

The QC Manager will notify the 's Inspector a minimum of 24 hours in advance of each Preparatory and Initial Phase activity by annotating the Daily Quality Control Report form and electronically by e-mail.

Follow-up Phases

Follow-Up Phase Inspections will be performed at least daily during the performance of the specific task and at completion of the task. These unscheduled and scheduled inspections will ensure continuous compliance with contract/job order requirements and include daily, daily job site clean-up and completed phase inspections. They will provide assurance that testing is performed and that rework items are corrected in accordance with the QAQC Plan.

Daily Inspection. The QC Manager and QC Specialists will inspect each task performed on each job order at least daily to maintain consistent quality. They will ensure that testing is performed as scheduled. They will also perform periodic off-site inspections, if applicable.

Daily Job Site Clean-up Inspection. The QC Manager will, during the pre-construction meeting for each project, instruct our in-house workforce and subcontractors that each jobsite must be cleaned up and secured at the end of each work day. The following items must be completed on a daily basis:

- All debris will be disposed of daily.
- All hazardous materials will be removed from the jobsite daily.
- No tools will be left at the jobsite.
- Heavy equipment which is being utilized at the jobsite will be secured.
- Routine housekeeping procedures will be observed.
- Any materials at the jobsite will be neatly arranged and well protected from the weather and other elements.
- Required security measures will be taken.

A checklist of these items and others particular to a specific project will be provided to the assigned Superintendent. The Superintendent is responsible for ensuring that the in-house workforce and subcontractors perform daily jobsite clean up.

The QC Manager will visit the job sites at the end of each work day to ensure that these items have been performed. If they have not, the QC Manager will ensure that the jobsite is cleaned up. The following morning, the QC Manager will meet with the responsible Superintendent to inform him

that the daily clean up was not performed. The Superintendent will again instruct the Foremen in the importance of daily clean up and that any failure in the future to perform these activities will result in a severe reprimand.

Completed Phase Inspections

This inspection process requires that all completed phases of work be inspected before burying or covering the completed items in the process of performing the work of the next task. This inspection may be a joint interaction between the QC Manager or QC Specialist and the Client Member Inspector who will be notified prior to the conduction of inspections and/or tests within 24 hours of the inspection. After these inspections are complete, the QC Manager will insure that the deficiencies noted receive immediate corrective action.

Follow-up inspections shall be performed by the Quality Control Representatives daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the particular segment of work. Minutes of the preparatory and initial phases of control will be prepared by the QC Manager and attached to the Daily Contractor Quality Control Report form. Results of all three phases of control will be recorded in the Daily Contractor Quality Control Report form.

NOTE: The Quality Control Representative will assure that all applicable persons attend the various control phases. The actual people who are to perform and/or supervise the work must be in attendance at the control phases. Should different Contractor/Subcontractor personnel attend the Initial Phase than were in attendance at the Preparatory Phase, the Quality Control Representative shall re-perform the Preparatory Phase along with the Initial. If, during the follow-up phase the Contractor/Subcontractors' key personnel change, the Preparatory and Initial Phase shall be reinstated and performed again prior to work proceeding.

Tracking System for Testing and Control Phases

The approved job order schedule is the foundation for production and construction planning as well as tracking other job order requirements including planning, submittals, procurement activities, testing and control phases. The construction schedule contains provisions for all significant events pertaining to the job order and planned dates for accomplishing each of the tasks.

The job order schedule will be prepared in both bar chart and critical path method format by the Project Coordinator with input from the Project Manager and QC Manager. A preliminary job order schedule will be prepared during the planning phase of each job order and submitted with the job order proposal. Facilities Sources will utilize the computerized project management system, Expedition software, for preparation of all job order schedules. Upon receipt of the job order to perform the work, the Project Manager will solicit input from appropriate subcontractors, vendors and suppliers and prepare the job order schedule which will reflect the timeframe negotiated with the Client Member Representative for accomplishment of the job order. The schedule will include all required activities and will be coordinated with submittal, control phases and testing requirements and milestones. The job order schedule will be reviewed by the QC Manager to ensure all required QC activities are included. The Project Manager will review and approve the schedule and forward to Client Member for review and approval of the job order.

Upon receipt of approval of the job order schedule, the Project Manager will make any revisions required by Client Member and will post the schedule to our project management database and provide hard copies to the management team. In addition, the Client Member Representative will be provided an electronic copy and hard copies of the schedule as specified by the specifications.

Progress and all significant events will be monitored and reported by the assigned Project Manager for each job order. The reports will include an estimate of the percentage of completion for each task in progress, results of control phases and any tests, discrepancies discovered and planned or executed remedies, safety issues, and any other factor having a significant bearing on production and the job order. The Project Manager will update the electronic and/or hard copy of the job order schedule weekly and provide copies to our management team. The Project Manager and QC Manager will review job order progress weekly and should slippage in schedule or a required task not be accomplished as scheduled, a remedial action plan will be developed to recapture the schedule. The remediation plan includes analyzing the problem, identifying and isolating the cause of the problem, development of an approach to resolving the problem, integration of the remedial action into the overall job order schedule and tracking the remedy through a rigorous monitoring and reporting program. Remedial action may be as simple as rescheduling of a missed control phase or test that does not affect the overall schedule or as complicated as requiring extensive resource allocation and management oversight to recapture the schedule. This may include expediting materials or equipment due to unexpected delays, working extended hours or shifts with the 's approval at no additional cost to the , increasing in-house performance or supplementing subcontractor personnel or replacement of non-performing personnel or subcontractors. A revised job order schedule will be prepared and distributed to the and all JOC management personnel for the job order reflecting any required corrective action and will include any revised control phase and testing requirements.

Should remedial action be required, the Project Manager and QC Manager will not assume that the plan will recover lost time or that missed tasks will be automatically be performed, but will instead institute "short order scheduling" procedures. The Project Manager and QC Manager will monitor the schedule on a daily basis and will communicate with the on-site management team to ensure the effectiveness of the corrective action. In addition, the QC Manager will report progress on the job order daily to Client Member. Short order scheduling procedures will continue until the schedule is recaptured and all required control phase and testing tasks are completed.

Deficiency Identification, Tracking and Correction

The primary objective of our quality control plan will be to prevent deficient work and trends. In order to achieve this objective, we will:

- Specify the acceptable quality level to be achieved for each job order.
- When utilizing an in-house work force, obtain the specified quality level of materials and equipment to perform the work.

- Qualify subcontractors to ensure their capability to achieve the quality as well as the technical requirements of the work.
- Provide control documentation prescribing work activities such as drawings, specifications, work instructions and procedures to ensure that only current documents are used.
- Use qualified personnel to perform activities that can affect the quality of work.
- Inspect and monitor the work in progress, on a daily basis, to prevent deficient work from being performed.
- Utilize inspection and test reports, the job orders, and re-work data to measure and evaluate the achievement of the acceptable quality level for the work performed by our craftsmen, technicians and subcontractors.
- Maintain objective evidence of achievement of the quality and technical requirements.
- Maintain communications with our Project Management team and the customer regarding the achievement of the quality and technical requirements.

Deficiencies will be corrected at the time of detection when possible. Our QC Manager will bring all deficiencies to the attention of the appropriate in-house personnel or subcontractor. Based on the nature of the deficiency, the QC Manager will direct the correction of the construction deficiency immediately whether performed by the in-house workforce or a subcontractor. All deficiencies and action taken will be noted by the QC Manager on his Daily Quality Control Report.

If a deficiency cannot be corrected by the end of the work day in which it was detected, it will be documented by a Deficiency Report and Corrective Action Request prepared by the QC Manager or other individual detecting the problem. Appropriate action will be taken to correct the deficiencies and a firm schedule for completion will be established, tracked and monitored.

Our QC Manager, Project Coordinator and on-site personnel will develop a corrective schedule for work performed by the in-house work force. Failure or refusal to correct defective work by an employee will result in reprimand or dismissal.

Should the deficient work involve a subcontractor or vendor, the QC Manager will discuss the problem with the subcontractor and obtain a commitment for a mutually agreeable method of correction and a schedule for completion. In the event the subcontractor or vendor fails to agree on a method and schedule for completion, we will develop the corrective action plan and direct the subcontractor or vendor to implement the plan within a specified time period. Failure or refusal by the subcontractor or vendor to comply with the agreement will result in issuance of a "notice to cure" letter to the subcontractor. The cure letter will clearly describe the problem, the corrective action and date agreed upon or directed by our firm, a "cure period" and actions we will take in the event the subcontractor or vendor fails to satisfy the problem. Actions detailed in the cure letter may include, among other methods of recourse, termination of the subcontract agreement and withholding of funds in an amount sufficient to correct and complete the work. Continued failure to perform corrective action will result in termination and removal from further service under the contract.

The cure period provided will typically be two days, however, will be determined based on the nature of the problem, the original production schedule and impact on other subcontractors and vendors. In addition to quality issues, a similar cure notice will be issued to any subcontractor or vendor failing to adhere to established progress schedules.

Our QC Manager will monitor the performance of corrective work to ensure completion in accordance with contract requirements. Simultaneously, the Project Coordinator will monitor progress.

Deficiencies will be assessed and categorized by the QC Manager as either "significant" or "other". Significant deficiencies are those requiring a change in work procedures or the QC Plan in order to prevent recurrence. The QC Manager will perform an investigation to determine the cause of each deficiency and its effect on the project. From that, he will formulate a proposed corrective action plan which will resolve the deficiency and prevent its recurrence. Should a change in the QC Plan be indicated, he will develop a proposed revision to the plan and submit to the Corporate Quality Control/Safety Officer. Prior to the implementation of a change to the QC Plan, approval will be obtained from the Client Member. After approval of the revision to procedures or the QC Plan, the QC Manager will disseminate the changes to affected personnel and provide training required to ensure proper implementation.

Not all deficiencies will require a change in work procedures or the QC Plan to correct or prevent reoccurrence. The QC Program will document the problem and verify that the deficiency is corrected as discussed earlier in this section.

In order to ensure that defective work is corrected and not built upon, a Deficiency Tracking System will be implemented for all projects. Any deficiencies identified in the work by any party will be corrected the same day or recorded by completing a Deficiency Notice Report. The reports will be issued to the on-site personnel and a copy attached to the Daily Report. The report number and submittal will be entered onto the Master Deficiency List by the QC Manager for tracking. The Project Coordinator will be responsible for obtaining correction and will return the notice report upon correction with a description of the action taken and date completed. The Job Order Master Deficiency List will be cumulative throughout the duration of the project and updated accordingly. All deficiencies will be corrected prior to final inspection.

A copy of deficiency notice reports, corrective action taken and Job Order Master Deficiency Lists will be retained in the Quality Control Record File and will be available to the for review. Job Order Master Deficiency Lists will be tabulated, reviewed and reported to the Corporate Quality Control/Safety Officer on a monthly basis. These reports will be utilized by management to determine overall performance and the effectiveness of the QC Plan in assuring acceptable quality levels.

Customer Service Program

Facilities Sources understands that one of the primary indicators of performance is customer satisfaction. We will implement a program that identifies and satisfies customers concerns and needs. The primary mechanism for maintaining good customer relations is communication. Communication with customers begins with the site visit when the job order project requirements are discussed. It continues through the pre-construction conference and on a day-to-day basis

throughout the performance of construction. Due to the nature of the work to be performed under the contract, the customer will be interfacing regularly with our employees on issues such as access, outages, protection of the 's equipment and property, safety and security.

A major facet of our Customer Service Program will be our Customer Complaint Program from which we will gain valuable feedback. This will be used to measure our performance and provide management insight in identifying areas where improvements in our performance can be made.

Our QC Manager will be responsible for administration of our Customer Complaint Program. He will ensure that complaints and concerns are documented, tracked and resolved. He will prepare and submit reports regarding complaints and results of our survey. Our program is twofold involving a verbal complaint program and a formal survey of our job performance.

Performance Survey

We will post our JOC Project Office phone number at each worksite and request that any customer complaints be directed to our Project Office. Each complaint will be entered in our tracking system together with the response that was provided to the customer. The QC Manager will typically proceed immediately to the worksite from which the complaint originated in the presence of the customer should he or she wish to attend. If it is determined that a quality or safety problem exists, the QC Manager will advise the customer of the corrective action to be taken and the time frame in which correction will be completed. Depending on the severity of the problem, work which is affected may be stopped until such time as correction is complete. The cause will be identified and procedural changes implemented to prevent similar occurrences. Notification to the Client Member will be provided in all instances when the problem cannot be corrected immediately. Notification will include the name of the complaining party, the nature of the complaint, actions taken and the plan for correction. When the problem has been corrected, the Client Member Representative will be notified.

At the completion of each job order project, our QC Manager will leave a postage-paid self-addressed Performance Survey with the customer and request that he or she rate all aspects of our performance. Specific identifying project information would be completed by our QC Manager prior to providing to the customer. The form would be returned to our Project Office for review and resolution of any unresolved problems. This form will also be used to identify and ensure continued performance of any areas in which our customers feel that we provided service above their expectations as well as for identifying employees deserving special recognition.

Results of our surveys will be used by our Project Manager in addressing issues in our Weekly Status Meetings, Safety Meetings and in evaluating the effectiveness of our quality control program. Reports will be compiled and transmitted monthly to Client Member and our home office.



Performance Survey Facilities Sources	
Client Member JOC contract DO #: _____ Project Name: _____ Scheduled Dates: From _____ To _____	
Customer satisfaction is important to us and we value your comments. So, please take a few minutes to complete the following pertaining to our performance on the work we recently completed for you.	
Were our employees courteous and professional? Yes ___ No ___ Was performance in the following areas satisfactory?	
Safety	Yes ___ No ___
Security	Yes ___ No ___
Quality of Workmanship	Yes ___ No ___
Timeliness	Yes ___ No ___
Cooperative Spirit	Yes ___ No ___
Other: (Please Specify) _____	Yes ___ No ___
If no, please describe the problem and whether corrective action was satisfactory.	
Also, so that we may continue to please our customers, let us know about areas or individuals which deserve special recognition. _____ _____ _____	
Overall, how would you rate our performance? Outstanding ___ Very Good ___ Satisfactory ___ Unsatisfactory ___	

Maintenance of As-Built Documents

The QC Manager, with assistance from the Project Office as needed, will be responsible for the quality control of as-built documents. The QC Manager will ensure that two sets of full-size prints and copies of specifications of the contract/job order documents are maintained at the job site. The Superintendent will be responsible for maintaining as-built records in hard copy for each

assigned job order project. Records will be maintained current to reflect construction and will be updated a minimum of once weekly. In addition, CADD files will be updated monthly by either the Project Coordinator or a design consultant. Any variations between actual construction and contract/job order documents will be marked in red, especially concealed construction; buried utilities which differ from contract/job order drawings will be recorded to indicate horizontal and vertical locations; any existing utility lines and features not recorded on the contract/job order documents will be recorded; any variation in the interior utility systems will be defined and coordinated with exterior utility connections at the building five foot line; any permitted variations in contract/job order requirements versus actual construction will be recorded and fully documented to portray the as-built construction. All deletions will be marked in green.

As-built documents will be readily available for review at any time and will be continuously updated to insure currency and each revision/variation will be initialed. Six weeks prior to completion of each job order, the QC Manager will certify the accuracy of the As-Built Field Data and submit for approval. Record drawings will be prepared and transmitted to the Client Member during the pre-final inspection of each job order project. Copies of the drawings and specifications, both hard copy and electronic versions will be prepared in the size and format specified by the specifications.

Completion Inspections

Completion inspection activities include punch-out, pre-final and final acceptance inspections and completion of all construction and administrative requirements for acceptance and close-out. Each of these inspections will:

- Ensure that employees and subcontractors have complied with the level of workmanship and quality standards expected.
- Check all work in to determine if, as a minimum, the quality of workmanship meets acceptable preparatory, initial phase and industry standards.
- Ensure that work performed is in accordance with the most recent specifications, drawings and trade codes.
- Ensure that testing has been performed.
- Ensure approved job order modifications and change orders have been adhered to.
- Ensure that rework items have been corrected.
- Verify that work is completed and ready for Client Member's acceptance and occupancy.

Punch-Out Inspection

The assigned Superintendent will notify the QC Manager and Project Coordinator when he feels construction will be completed. The completion date will be accurately projected through the use of scheduling techniques described previously in our proposal. The QC Manager will schedule a Contractor's Punch-Out Inspection with the Project Manager, Superintendent and foremen of Subcontractor's involved in the job order project. They will inspect all construction, operate all systems and cycle all movable equipment to ensure proper quality levels and

operations. The mechanical and electrical systems will be operated in the presence of QC Specialists to demonstrate proper operation and system integration.

All deficiencies noted will be recorded on a Contractor's Punchlist form. All deficiencies not immediately corrected will have a scheduled completion date entered and a "punchlist schedule" will be developed by the Project Manager. This schedule will be distributed to the QC Manager, Project Manager, subcontractors and the Client Member. The Superintendent will be responsible for coordination and correction of punchlist items. The QC Manager will inspect each punchlist item to ensure correction when notified by the Project Manager. In the event a subcontractor fails to correct a punchlist item as scheduled, "cure" procedures will be followed. The QC Manager will update the hard copy of punchlist items daily and provide the information to the Project Coordinator to update the punchlist item status and punchlist schedule.

Pre-Final Inspection

When all punchlist items have been completed, the QC Manager will notify the Client Member to schedule the "Pre-final Inspection", and will provide a copy of completed punchlist items generated from the Contractor's Punch-Out Inspection.

In addition, the following items will be completed prior to the Pre-Final Inspection:

- Submission of all Operations and Maintenance Manuals;
- Training of maintenance personnel including verbal instructions and demonstrations of systems, equipment and components;
- Submittal of updated list subcontractors and material suppliers including names, addresses and telephone numbers of key personnel;
- Delivery of labeled keys and special tools to the ;
- Verification that master keys and safe combinations were delivered to the directly from the hardware supplier;
- Submission of record drawings in hard copy and CADD format compatible with the 's current software;
- Submission of certification of HVAC testing and balancing;
- Submission of written certification that no asbestos containing materials (ACM) are included in the work;
- Delivery of packaged and labeled maintenance materials, as required by job order, to a location designated by the Client Member;
- Submission of all written guarantees and certificates; and
- Installation of warranty tags.

Deficiencies identified in the Pre-Final Inspection will be corrected and the is notified a minimum of fourteen calendar days in advance to allow for scheduling of the Final Acceptance Inspection. All job order requirements will be verified and documented by the QC Manager prior to notification to Client Member.

Final Acceptance Inspection

The Project Coordinator, QC Manager, Superintendent and key subcontractors will attend the Final Acceptance Inspection. The purpose of this inspection is to verify that all requirements of the job order have been met and all corrections made and recorded. The Project Manager will issue a Notice of Completion to Client Member that all work is complete and is in compliance with the contract/job order requirements. The QC Manager will request a joint final inspection with the Client Member's personnel by providing notice prior to the desired inspection date and time. Documentation of all inspections and deficiency corrections will be maintained in the job order file and will be available for review by Client Member as requested.

Documentation

All documentation submitted will be in the format agreed to with Client Member on the resultant contract and will include all certifications in accordance with contract requirements. Job order documentation will be maintained in the JOC Project Office for centralized filing and storage. All documentation will be prepared and submitted both electronically and in hard copy. The documentation will include:

Daily Quality Control Report. These Daily Surveillance reports will be prepared, signed and dated by the QC Manager daily for each project on which work is performed and on the last day of a "no work" period. These reports will be as specified and provide, as a minimum, the information required by the contract solicitation and contain the following:

- Identification of the job order project including job order number, date, required completion date and value including modifications.
- Data on weather and any delay attributable to such weather.
- The prime contractor and subcontractors working with labor count for each and their respective areas of responsibilities, (including specific activities/work performed), a listing of construction equipment for each including time of utilization and whether or not it was used on the report day.
- Delays encountered.
- Material and/or equipment delivered to the site.
- Verbal instructions received from the .
- Factual evidence that continuous Quality Control Inspection and tests have been performed, including but not limited to: status of the three phase control program; type and number of inspections or tests involved; result of inspections or tests including all computations; surveillance of the shop drawings and submittal register; monitoring of equipment and materials for compliance with approved submittals and to ensure proper storage; nature of defects; causes for rejection; safety inspections/violations and corrective actions; proposed remedial action; corrective actions taken for current and previously identified deficiencies; and, offsite surveillance activities.
- The records shall cover both conforming and non-conforming work.

- A statement that the report is correct and complete and that all supplies and materials incorporated into the work are in full compliance with the requirements of the contract.

The QC Manager will submit an original and one copy to Client Member by the agreed upon time on the next working day after each day work is performed. Each report will be signed by the assigned Quality Control Representative and QC System Manager and will include attachments regarding control phase minutes and subordinate QC personnel testing and daily reports.

Contractor Production Report. The Superintendent will prepare, sign and submit a Contractor Production Control Report to the QC System Manager for each day that work is performed. In addition to the date of report, report number, name of contractor, contract number, title and location of contract, the report will contain the following:

- Weather conditions in a.m. and p.m. including max/min temperatures
- List of personnel, trades, employer, description of work performed and hours worked
- List of safety action/inspections
- List of equipment/material received and incorporated in the job
- List of equipment on site and number of hours used, idle and down for repair
- Remarks

Testing Plan and Log. The Testing Plan and Log will be submitted with the last daily Contractor Quality Control Report of each month. It will include a list of all tests to be performed during the course of work on a job order and shall be divided by task. The log will be used to enter the date the test was conducted, date results were forwarded to the Client Member, remarks and acknowledgment that accredited testing laboratory was used.

Summary Report of Field Tests. This report will include a list of all tests performed during the month. An original and one copy will be attached to the Contractor Quality Control Report on the last day of each month.

Master Deficiency List. This report will be prepared by the QC Manager and will include a description of non-compliant work not corrected by the end of the work day in which it is discovered, the date discovered and the date corrected. This report is to be submitted to the as an attachment to the Quality Control Report for the last day of each month with a copy to the Corporate Quality Control/Safety Officer for use in oversight of the quality level on the project.

Quality Control Meeting Minutes. Minutes for QC meetings and preparatory and initial phases of control will be prepared and executed by the QC Manager and submitted with the Daily Quality Control Report.

Test Report Form. The QC Manager will complete a Test Report Form for each test required on each job order. These report forms will require the signature of the person performing the test as well as the signature of the QC Manager or Specialist and will be submitted to the in duplicate the first work day immediately following performance of the test.



The QC Manager will attach the original copy of the Test Report Form to the corresponding Daily Quality Control Report for submission to the .

Invoice Certification. The QC Manager shall furnish a certificate to the Project Manager stating that as-built drawings are current and that the work for which payment is requested, including stored material, is in compliance with job order requirements. Certificates will accompany each payment request submitted to the Client Member.

Completion Certification. The QC Manager shall furnish a certificate to the Project Manager stating that the work for which payment is requested including stored materials has been completed, inspected, tested and is in compliance with the contract. A completion certificate will be forwarded to the Client Member upon completion of a job order.

One Year Warranty Inspection Report. The QC Manager will maintain a report to keep track of project completion dates so that a one year warranty inspection can be scheduled (notification to the will be made ten months after beneficial occupancy for each job order to allow for joint inspection 30 days before warranty expiration) to ensure the project has remained functional for the purpose intended.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A *or* B *or* C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Tammi L. Terry, President
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

I, _____ **certify that I am the Secretary of the Corporation**
(Name of Corporate Secretary)

named as OFFERER herein above; that

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

SIGNATURE

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Dura Pier Facilities Services, LTD dba Facilities Sources

Print name of authorized representative Tammi L. Terry, President

Signature of authorized representative 

Date March 6, 2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Dura Pier Facilities Services, LTD dba Facilities Sources

Name of company expressly waiving confidential status of material

Tammi L. Terry, President

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

13124 Player Street Houston TX 77045 (713) 337-5700

Address City State ZIP Phone

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	CERTIFICATION OF FILING
Dura Pier Facilities Services, Ltd dba Facilities Sources Houston, TX United States	Certificate Number: 2017-176600
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	Date Filed: 03/09/2017
The Interlocal Purchasing System (TIPS)	Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 170201
Job Order Contract Trades, Labor and Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Tammi L. Terry

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tammi L. Terry, this the 9th day of March, 2017, to certify which, witness my hand and seal of office.

Tracy L. Foster Tracy L. Foster Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1201012492800
File/Vendor Number:	038103
Approval Date:	21-NOV-2016
Scheduled Expiration Date:	21-NOV-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

DURA PIER FACILITIES SERVICES, LTD

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-NOV-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

BERRY ÎNSURANCE AGENCY

Serving the Surety Needs of the Construction Industry Since 1967

March 3, 2017

The Interlocal Purchasing System (TIPS)
Region 8 Education Service Center
4845 US Hwy 271 North
Pittsburg, TX 75686

Re: Dura Pier Facilities Services, Ltd. DBA Facilities Sources
RCSP 170201 Trades, Labor and Materials (JOC)

Gentlemen:

This letter will serve to confirm that we have been privileged to handle the bonding requirements of Dura Pier Facilities Services, Ltd. DBA Facilities Sources since 2004. We are thoroughly familiar with the management of this fine firm and consider this company an extremely valuable client.

Dura Pier Facilities Services, Ltd. DBA Facilities Sources currently has a bonding capacity of \$10,000,000.00 for any one project and an aggregate bonding capacity of \$20,000,000.00 in place with International Fidelity Insurance Company; a Treasury listed Surety Company duly licensed in the State of Texas. Should contracts for the above referenced Solicitation be awarded to and accepted by Dura Pier Facilities Services, Ltd. DBA Facilities Sources, it is our present intention to provide the required performance and payment bonds. However, approval of any such bonds is conditioned upon our review and acceptance of the contract documents and Dura Pier Facilities Services, Ltd. DBA Facilities Sources continuing to satisfy underwriting requirements. The amount of bonding currently outstanding is less than \$4,000,000.00.

It is understood, of course, that any arrangement for performance and payment bonds is a matter between Dura Pier Facilities Services, Ltd. DBA Facilities Sources and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,
Berry Insurance Agency

James N. Berry
CPCU, CIC, ARM
Attorney-in-Fact



WARRANTY PROGRAM

Facilities Sources will provide a one year written warranty for all materials and workmanship for each job order project. In addition, specific warranties and guarantees specified as well as extended manufacturer's warranties will be submitted prior to the Pre-Final Inspection.

Facilities Sources will maintain a computerized log of equipment under warranty. This log will include all information necessary to respond to requests from the Client Member for warranty work such as a brief description of the warranted item; location of equipment; manufacturer; model and serial number; name, address, telephone number and emergency telephone number (for 24 hour response) of the local service representative; and date of expiration of the company warranty.

Operation and Maintenance Manuals will include a Warranty Section containing specific warranties required by the Technical Specifications of the contract and other warranties normally provided with the particular piece of equipment. Extended warranties provided by manufacturers beyond our warranty of construction will be noted. This list will include the warranty period and/or manufacturer's extended warranty period for each item of equipment and material warranted in the contract. The general and additional warranties shall each contain the respective company's name, address, phone number and company representative's name for contact during the warranty period.

When notified by the Client Member that a defect of equipment, material or workmanship exists, we will respond to the Client Member and begin taking corrective action. All warranty calls, when received, will be referred to the Project Manager who will instruct the Superintendent to correct the defect.

Warranty service calls will be tracked from time of receipt to completion. The Office Manager will maintain a log and database of all warranty service calls received. Upon receipt of a call during normal working hours, a unique sequential number will be assigned and the date and time received will be recorded and entered into the log and database.

Other information to be entered includes the location, description of the warranty item, callers name and telephone number.

A warranty service call ticket will be generated and the Project Manager provided a copy for taking corrective action. He will either initiate corrective action with in-house workers or contact the local service representative or subcontractor for response. He will record the name of the individuals who responded, the company they are employed with, and time of response. He will record the date and time of completion of the corrective action and notify the QC Manager to inspect the repaired item. The completed warranty service call ticket will be returned to the Office Manager who will update the log and database with the completed information.

For calls received during other than normal working hours, the local service representative or subcontractor will respond as directed and will furnish the information regarding the warranty service call to the Office Manager who will enter the information in the log and database the morning of the next normal business day.



RCSP 170201
Trades, Labor and Materials (JOC)
TIPS / Region 8 Education Service Center



A weekly report of open and completed warranty service calls with current status will be provided to the Project Manager, QC Manager and the Client Member. The QC Manager or representative will monitor the response times and corrective actions to ensure timely completion of all warranty service calls. Failure of a subcontractor or supplier to provide adequate response to warranty service calls will result in their removal from our approved subcontractor and vendor listing.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Dura Pier Facilities Services, LTD dba Facilities Sources

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Not Applicable

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

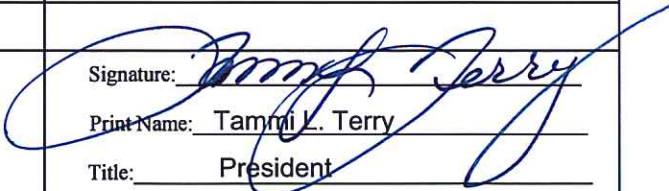
March 9, 2017

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract None <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> <p>Not Applicable</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p> <p>Not Applicable</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Not Applicable</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known?</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Not Applicable</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p> <p>Not Applicable</p>	<p>7. Federal Program Name / Description:</p> <p>Not Applicable</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p> <p>Not Applicable</p>	<p>9. Award Amount, if known:</p> <p>Not Applicable</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>Not Applicable</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p> <p>Not Applicable</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ Not Applicable <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply)</p> <p><input type="checkbox"/> a. cash Not Applicable <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>Not Applicable</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Signature: </p> <p>Print Name: <u>Tammi L. Terry</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>(713) 337-5700</u> Date: <u>03/09/2017</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Dura Pier Facilities Services, Ltd dba Facilities Sources Houston, TX United States	Certificate Number: 2017-176600
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. The Interlocal Purchasing System (TIPS)	Date Filed: 03/09/2017
Date Acknowledged:	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 170201
 Job Order Contract Trades, Labor and Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tammi L. Terry, this the 9th day of March, 2017, to certify which, witness my hand and seal of office.

 _____ Signature of officer administering oath	Tracy L. Foster _____ Printed name of officer administering oath	Notary _____ Title of officer administering oath
--	--	--



Annise D. Parker, Mayor



CITY OF HOUSTON

Office of Business Opportunity
www.houstontx.gov/obo

DURA PIER FACILITIES SERVICES, LTD dba FACILITIES SOURCES

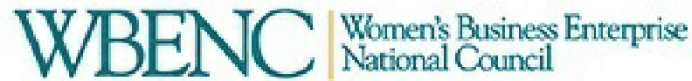
is duly designated as a

HIRE HOUSTON FIRST
City/Local Business (CB/LB)

Carlecia D. Wright

Director, Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm no longer satisfy the Principal Place of Business requirements of the City of Houston's Hire Houston First program. This certificate is valid as long as this company is listed in the City of Houston's Hire Houston First online directory.



hereby grants

National Women's Business Enterprise Certification

to

DURA PIER FACILITIES SERVICES, LTD DBA FACILITIES SOURCES

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: January 31, 2015

Expiration Date: January 31, 2018

WBENC National Certification Number: 2005126171

Authorized by April Day, President
Women's Business Enterprise Alliance



NAICS: 236210, 236220, 238210, 238220

UNSPSC: 72000000, 72100000, 72120000, 72121100, 72121103, 72121400, 72121406, 72130000, 72131600, 72150000, 72151100, 72151200, 72152710, 72154052



Facilities Sources holds professional contractor licenses in Plumbing, Electrical, and HVAC, as well as having full-time professional engineering, master and journeyman tradesmen and experienced craftsmen in-house.

- Texas Board of Professional Engineer, Civil, #83842
- State of Texas Electrical Contractor License, #31749
- State of Texas Air Conditioning & Refrigeration Contractor License #TACLA9125E
- Texas State Board of Plumbing Examiners, Master RMP License, #M-36461
- Texas State Board of Plumbing Examiners, Journeyman License, #35654
- State of Texas Master Electrician License, #9966
- State of Texas Journeyman Electrician License, #58631

Mike Arismendez
Chair

LuAnn Morgan
Vice Chair



Thomas F. Butler
Fred N. Moses
Catherine Rodewald
Ravi Shah
Deborah Yurco

Electrical Contractor

DURA PIER FACILITIES SERVICES LTD

License Number: 31749

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: MAY 04 2017

William H. Kuntz
William H. Kuntz
Executive Director

Mike Arismendez
Chair

LuAnn Morgan
Vice Chair



Thomas F. Butler
Fred N. Moses
Catherine Rodewald
Ravi Shah
Deborah Yurco

Air Conditioning & Refrigeration Contractor

Environmental Air Conditioning Contracting

GENE MELVIN TERRY

License Number: TACLA9125E

DURA PIER FACILITIES SERVICES LTD

The person named above is licensed by the Texas Department of Licensing and Regulation


License Expires: JUNE 29 2016

William H. Kuntz
William H. Kuntz
Executive Director

TEXAS STATE BOARD OF PLUMBING EXAMINERS
AUSTIN, TEXAS
BE IT KNOWN THAT

GENE MELVIN TERRY JR.
MASTER
RMP

LICENSE NO.
36461



D.O.B.


EXPIRES
06/30/2016

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE

TEXAS STATE BOARD OF PLUMBING EXAMINERS
AUSTIN, TEXAS
BE IT KNOWN THAT

GENE MELVIN TERRY JR.
JOURNEYMAN

LICENSE NO.
35654




EXPIRES
06/30/2016

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE

STATE OF TEXAS
JERALD J SUTTER

MASTER ELECTRICIAN



LICENSE NUMBER 9966
EXPIRES 04/07/2017

TEXAS DEPARTMENT OF LICENSING AND REGULATION

STATE OF TEXAS
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TEXAS DEPARTMENT OF LICENSING AND REGULATION

 **TBPE**
Texas Board of
Professional Engineers

Licensed Professional Engineer
Number **83842**
Status **ACTIVE**
Expires **3/31/2017**

RICHARD ALAN RYNAK

P.E. Signature



TBPE Executive Director



Safety Plan

Facilities Sources

Safety & Health Plan

RFP # 170201

Trades, Labor and Materials

Job Order Contract

The Interlocal Purchasing System (TIPS)

Lead Agency, Region 8 Education Service Center

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SAFETY AND HEALTH PLAN

A.1 INTRODUCTION

A.1.1 Purpose

The purpose of this plan is to provide guidance necessary to implement the Facilities Sources (FS) Services Safety and Health program for the **Trades, Labor and Materials Job Order Contract for TIPS/Region 8**. FS has established itself as an industry leader, relative to safety and health, in an environment that lends itself to exposure, accidents and injury. FS continues to maintain this record only by establishing Safety and Health as a value. This value is paramount in the prevention of hazards, proper training of employees, and fostering a proactive safety and health culture at the work site.

One important key to the success of FS's safety and health program is its Total Safety Task Instruction (TSTI) program, which is used by FS and all FS's Subcontractors. This program requires supervisors and workers to team together to identify and analyze the hazards of each task, prior to the start of the task and daily during the performance of the work. The task's hazards are then eliminated or mitigated, and the work process is better understood. This process ensures that all work tasks are conducted safely. The TSTI Program Plan is contained in Section B.

A.1.2 Organization of the FS Safety and Health Program

FS maintains a comprehensive safety and health program at all of its project sites. The primary document, which establishes guidelines for the safety and health program, is the *FS Health, Safety and Environmental (HSE) Reference Manual*. This HSE Manual identifies how the FS Safety and Health Plan will be prepared.

In addition to the FS Safety and Health Manual, three other company program manuals are maintained which establish safety and health-related programs. These manuals are the *Drugs of Abuse and Alcohol, Testing and Search Procedures*, the *Medical Management Procedures* and the *Injury and Illness Recordkeeping Procedures*. These manuals establish how FS ensures a drug free workforce, how first aid and medical programs for projects are organized and how injury and illness records are generated and maintained. This plan will also refer to these manuals when appropriate.

A.2 POLICY

A.2.1 Purpose

FS strives to create an "incident free" work environment, thereby providing a safe and healthy work place for its employees.

A.2.2 Policy

FS and its management are committed to the proactive concept in safety and health. FS fully supports and requires strict compliance with all laws and regulations promulgated by federal, state and local governmental agencies. FS and its management is committed to being good world corporate citizens, and, in addition to the above, adhere to the regulations of the host State. FS adheres to the policies of FS in areas of safety and health, environmental protection, industrial hygiene, worker's compensation and alcohol/drug monitoring. FS monitors for drugs at pre-employment, after an accident and randomly. FS reserves the right to test and search the property of its subcontractors.

To formalize this commitment and carry out the policy stated above, FS adopts the following principles for guidance, and will:

- Make a fundamental and continuing commitment to sound safety and health practices and management of project operations.
- Put policies, programs, and procedures in place to promote compliance with the laws and regulations pertaining to safety and health and will provide training to employees which complies with safety and health related regulations.

FS has full and complete responsibility to conduct its operations in a way that complies with all safety and health regulations, job specific safety and health plans, and the FS Safety and Health Manual. No officer, manager or employee of the company shall cause FS to knowingly violate any safety and health requirement without proper written variances and permission. Safety and health are an integral part of all construction operations and business decisions. No task is so urgent, or operation so important, that it justifies conducting work in an unsafe manner.

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A.3 STANDARDS

The Company, all subcontractors and all their employees shall comply with applicable portions of the Occupational Health and Safety Act of 1970 and local occupational safety and health standards.

This plan is, at a minimum, based on the following regulations:

Code of Federal Regulations (CFR):

- 29 CFR 1910 OSHA General Industry Safety and Health Standards
- 29 CFR 1926 OSHA Construction Industry Standards
- 40 CFR 61 National Emission Standards for Hazardous Air Pollutants
- 40 CFR 761 Polychlorinated Biphenyl's (PCB's)

Federal Standards:

- 313A, Preparation and Submission of Material Safety and health Data Sheets
- ETL 1110-1-118, Use of Asbestos Containing Material
- AHERA, Asbestos Hazard Emergency Response Act of 1986, Public Law 99-519
- DA Cir 40-834, Policy and Guidance for Asbestos Management

FS Health, Safety and Environmental Reference Manual

This plan provides for:

- Safety training, orientation and certification
- Regularly scheduled safety meetings
- Employee health protection and monitoring
- A cyclical system of regular inspections to identify and correct hazardous situations
- Effective coordination with the Owner's Safety and health Programs
- Fire prevention and protection

The basic Safety and Health Plan shall be supplemented by amendments for those Task Orders that require special provisions for hazards identified during planning for the work authorized by the Task Order.

A.4 ORGANIZATION AND RESPONSIBILITIES

In FS's project organization, safety and health are combined with the function of quality control for purposes of administration. Administration of the safety and health program is the responsibility of the QC/Safety Manager.

The Project General Manager is responsible for the application and enforcement of the safety and health requirements and implementation of this plan. The QC/Safety Manager has primary staff responsibility to establish the safety and health program, provide program oversight, and for technical advice to the Project General Manager.

Delivery Order Managers and QC/Safety Inspectors are responsible and will be held accountable for the work practices and activities of Subcontractors for Task Orders under their control.

The QC/Safety Manager is responsible for administration of the company's approved Safety & Health Plan and is further responsible for ensuring correction of any unsafe practices which may exist in company operated facilities or tasks during periods of safety oversight evaluations. Anyone on a FS work site has the authority to stop work to correct an unsafe condition. The QC/Safety Manager has the authority to require an extended stand-down period of all workers at a site to provide training to preclude a serious unsafe condition from re-occurring. Delivery Order Managers and the Project General Manager shall be advised of any unsafe working condition(s) or practices, which require resolution. Their cooperation in matters of safety and health will be obtained to initiate and complete effective corrective action.

The QC/Safety Manager shall:

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- Implement the company's drug and alcohol prevention program, which includes training, pre-employment and post accident testing.
- Assist in evaluating prospective subcontractor qualifications and safety record.
- Monitor employee and subcontractor safe work practices and performance.
- Advise company management regarding all safety and health matters by preparing Monthly Safety Reports.
- Establish a liaison with the Client's Safety & Health and Environmental Departments to ensure that FS and subcontractor personnel comply with local regulations and emergency procedures.
- Aid supervisory personnel in establishing effective safety and health programs in their work areas.
- Inspect working areas and operations, bringing deficiencies of safety and health regulations to the attention of supervisory and management personnel and conduct and document periodic safety inspections.
- Conduct a general safety and health briefing and orientation for new employees and subcontractors before they begin work.
- Develop and implement a safety and health-training program.
- Ensure that safety and health notices are posted throughout work areas.
- Ensure the proper investigation and documentation of all occupational accidents and illnesses.
- Maintain records and submit reports of safety inspections, safety training, safety meetings, occupational illness and/or injuries.
- Receive and resolve safety and health complaints and reports.
- Ensure subcontractors prepare their own safety and health plan for each task order.
- Assure each subcontractor assigns a competent jobsite superintendent who is capable of identifying working conditions that are unsanitary, hazardous or dangerous to the safety and health of the employees,
- Capable of identifying existing or potential hazards in the job being performed and has the authorization to take prompt corrective measures to eliminate the hazardous conditions and unsafe acts.

The Project General Manager, in conjunction with the QC/Safety Manager, designates the competent FS employee for programs or tasks where one is required such as Confined Space or Lead Abatement, evaluates the performance and ensures that a competent person is available for the required activity. This individual shall be identified in writing prior to the commencement of work.

A.4.1 Subcontractor Responsibilities

Each subcontractor is required to follow established safe work practices as communicated through safety briefings, training, procedures, policies, this plan, TSTI, and supervisory instruction. Each subcontractor employee shall identify unsafe work areas or practices to all fellow workers and to supervision immediately. All subcontractors shall be required to comply with this plan as part of their contract.

A.5 SAFETY PLANNING AND HAZARD ANALYSIS

A site specific Safety and Health plan and an Activity Hazard Analysis for each definable feature of work will be submitted for each Task Order prior to initiation of work activities. As it is the subcontractor performing the work, the sub-contractor will generate these documents. A briefing of known safety and health hazards shall be presented to the subcontractor prior to subcontract award.

A detailed site-specific hazards and controls shall be provided by the subcontractor in the Activity Hazard Analysis (AHA) for each phase of operation and/or activity. Work will not proceed until the AHA has been accepted by the HSE/QC Manager and discussed with all engaged in the activity, including the contractor, subcontractors, and the Owner's on-site representatives, Resident Engineer, Engineers and Operational Personnel. The Safety & Health Plan and AHA shall be reviewed and updated as necessary to include unanticipated hazards and changes in job conditions. The FS DOM or QC/Safety Inspector shall coordinate the approval of the subcontractors' AHA and Site-specific Plans via Submittals to the designated authority.

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Major phases of work shall not proceed until the AHA has been accepted and approved by the Owner. Major phase examples are work such as, if applicable, demolition, land clearing, excavation and foundation, major electrical changes, energized electrical work, elevated work, etc.

The following are items that shall be considered in the safety and health planning process and specifics for each scope of work:

- Competent person designation for the work to be conducted.
- Layout of work site, speed limits, access roads, storage areas, utilities, shop area, offices, fuel storage tanks, parking areas, electrical distribution lines.
- Temporary electrical installations (methods of supplying electrical power and lighting).
- Protection of facility staff, visitors, from debris, dust, noise, other hazards, and the prevention of unsightly work areas.
- Signs, barricades, warning flags or tape, and other methods of identifying the area as a construction area, and identifying the associated hazards and required PPE.
- Types of equipment to be used.
- Types of protective equipment necessary.
- Methods and coordination to re-route traffic or other personnel around work site and work areas.
- Methods of cleanup (types of equipment and procedures planned for use). Daily and continuous cleanup is required.
- Methods of coordination of handling materials.
- Excavation, shoring, and de-watering.
- Concrete construction (type of forming, shoring, erection of pre-cast concrete, lifting, placing, etc.).
- Access to work areas and work platforms for workers.
- Methods of minimizing exposure to fall.
- Method of steel erection (bracing, temporary flooring, protection of steelworkers, etc.).
- Methods of scaffolding.
- Methods of lighting.
- Methods of painting (health hazard involved).
- Connecting and disconnecting utility services (gas, water, electrical, sewers).
- Temporary heating.
- Worker fall protection for elevated work areas.
- MSDS maintenance, HAZMAT labeling, storage, and personnel training.
- Respiratory protection program procedure, lists of respirators to be used.

A.6 COMPETENT PERSONS

The subcontractor shall have on site a designated competent person as required by OSHA, for the following operations and or activities:

- Asbestos abatement (29 CFR 1926.58)
- Confined Space entry (29 CFR 1926.xx)
- Electrical Work (29 CFR 1926.400)
- Excavations (29 CFR 1926.651)
- Fall Protection (29 CFR 1926.503)

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A.7 SAFETY AND HEALTH TRAINING

All new FS employees shall attend an orientation on general safety and health work practices and shall receive instructions on hazards that are unique to their working environment. Initial FS employee safety and health training shall include the drug and alcohol policies, equipment operating instructions, accident and hazardous condition reporting procedures, emergency procedures, fire prevention and protection standards, use of protective equipment, and individual responsibility for accident prevention. Each new employee shall receive and acknowledge understanding of this JOC Safety & Health Plan, and shall be required to become familiar with the sections of the FS Safety and Health Manual that are applicable to their areas of responsibilities.

At the pre-construction meeting, each subcontractor shall be given a safety briefing by the respective Delivery Order Manager and/or the QC/Safety Inspector, enumerating known safety and health hazards associated with the subcontractor's job tasks. The subcontractor is responsible for developing a specific Safety and Health Plan. This briefing shall be supplemented by weekly safety meetings conducted by the subcontractor's supervisor or a FS Safety representative on the project site. Meetings shall be conducted at least once a month for all supervisors on the project location and at least once a week by supervisors or foremen for all workers.

A.7.1 Weekly Safety Meetings

Each subcontractor supervisor on each project shall hold weekly safety meetings and outline the various topics of concern. Topics should be pertinent to work in progress and attendance shall be mandatory for all employees on-site.

All subcontractor management personnel shall constantly acquaint and instruct their field supervisory personnel as to job safety and health during the changing phases of each project.

Safety meetings will be conducted to review past activities, plan for new or changed operations, review pertinent aspects of appropriate activity hazard analyses, establish safe working procedures for anticipated hazards and provide pertinent safety and health training and motivation.

The DOM or QC/Safety Inspector shall maintain a record of the weekly safety meeting, giving the date, time, attendees and topics of discussion on file. A copy of this documentation will be furnished to the designated authority upon request. The CONTRACTOR QUALITY CONTROL Daily Report will be annotated to show that the meeting was accomplished.

A.7.2 Management Personnel

The safety-training program shall include periodic meetings for FS personnel and subcontractors. These meetings shall be led by the QC/Safety Manager, and shall concentrate on safety and health matters of concern to their respective projects.

Strict adherence to safety and health procedures and the FS Safety and Health Manual shall be stressed. At a minimum, these meetings shall be held monthly with Delivery Order Managers, QC/Safety Inspectors and subcontractor supervisory personnel to discuss safety and health concerns. The QC/Safety Manager shall assist by providing advice and guidance.

A.7.3 Posters and Signs

Up-to-date and applicable safety and health posters and hazard signs shall be displayed at suitable project sites.

A.8 HEALTH AND SAFETY RECORDS AND REPORTS

The QC/Safety Manager shall maintain personnel records that are related to safety and health functions, e.g., employment physical examinations, safety training and meeting records, and personal protective equipment issue records.

The cognitive Delivery Order Manager shall inform the Project General Manager, Business Manager, QC/Safety Manager, and the appropriate owner project manager, immediately after an occupational injury/illness occurs. The QC/Safety Manager shall furnish the PGM a copy of the insurance carrier's standard form, First Report of Injury, not later than three days following the injury/illness. Other reports may also be used, if required, by the Delivery Order Officer, FS Safety Management Team or the designated individual, for the purpose of obtaining the necessary information about the victim and the narrative report of the accident.

The Project General Manager shall notify the FS Corporate Safety Manager immediately by telephone of all fatalities, major accidents resulting in five or more disabling injuries, property damage/material losses over \$10,000

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for each occurrence, accidental explosions or fires involving possible disabling injury and exposure to chemical, biological, or radiological materials and contamination or damage to property by such agents.

This information shall include names of the dead/injured; contractor's name; date/time and location; brief narrative of the mishap; preliminary estimate of property damage. This information will be included on the Incident Reports.

All accident reporting and record keeping required by FS Standard Operation Procedures will be rigidly adhered to. Serious accidents, which could result in a fatality or permanent disability, should be reported immediately.

A.9 PROTECTION OF CONSTRUCTION AREAS

All project construction areas shall be designated a "Construction Area" by a minimum of two signs, or other means, one placed at each entrance to the area. Other means can be cones, flagging, barricade tape or other means shall be used to help define the area if necessary.

Signs shall read "Danger Construction Area, Hard Hats and Safety Glasses Required for Entry," or other appropriate verbage, and shall use the colors as prescribed by OSHA.

In addition to required signage, family housing and other areas where children may be located, any excavations, piles of excavated material, construction material or debris, vehicles and equipment left unattended after working hours or on weekends shall be protected by fencing or other appropriate means approved by the HSE/QC Manager, to prevent injury to the public.

A.10 INSPECTIONS

Delivery Order Managers and QC/Safety Inspectors shall continually evaluate safety and health compliance and performance of their respective subcontractors and document these inspections in the daily report.

The QC/Safety Manager shall conduct frequent safety and health oversight evaluations of all work sites. All evaluations shall be documented, including the date of the inspection, inspector's name, findings, recommendations and follow-up of previously identified findings.

A copy of findings and recommended corrective actions shall be provided to the Project General Manager and the appropriate Delivery Order Manager for the initiation of corrective action.

Safety inspection procedures and checklists shall be developed specifically for each project, but all shall have general elements in common designed to affirmatively answer the following questions:

- Is there full compliance with applicable federal, state, and local regulations, ordinances, codes and laws?
- Are Contractor personnel thoroughly trained in and familiar with the equipment they are operating?
- Is the owner representative being promptly notified of any special safety and health restrictions established by FS (either temporary or long term) in the performance of contract work?
- Are all work areas being maintained in a neat and organized manner?
- Are all appropriate safety and health warning notices posted at visible locations?
- Is there suitable and sufficient personal protective equipment and clothing available and in use for potentially hazardous operations?
- Are appropriate safety certificates and permits being obtained and posted prior to the initiation of potentially hazardous work?
- Have Hot Work Permits been obtained from the appropriate authority and are they properly displayed?

A.11 EMERGENCIES

The following are the basic steps that shall be taken in the event of a major injury or other significant occurrence on the job site:

- The FS project office and local EMS (if necessary) shall be notified by any means available. Notice shall include location of the accident, the number of people injured, and any apparent need of equipment to free victims;
- FS project office personnel shall ensure that the EMS has been notified, if necessary;

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- The Project General Manager and/or QC/Safety Manager shall proceed immediately to the scene of the emergency;
- The Contract supervisor on site shall take charge until the Project General Manager or QC/Safety Manager arrives;
- The person in authority at the scene shall designate an individual(s) to meet the ambulance and direct them to the scene of the emergency, if necessary;
- Emergency first aid shall be administered immediately. The injured person shall not be moved, unless further injury is imminent or trauma must be reduced. When the ambulance crew arrives, they will take over treatment and transport;
- Job site supervisors shall keep all spectators away from the emergency scene and tell them to continue normal activities. Employees shall remain alert for any requests for assistance; and,
- In case of injury or alleged injury to a person not an employee of the Company or a subcontractor within the limits of a job, the person's name, address, and phone, if possible, shall be obtained, and the above procedures shall be followed.

A.11.1 Fire

Fire related precautions and basic procedures that shall be implemented are outlined below:

- Before any burning, welding, or striking of open flame or spark in controlled areas, clearance and a "Hot Work Permit" must be obtained from the HSE/QC Manager.
- A "Hot Work" permit can only be approved after a hazard assessment is conducted by the HSE/QC Department.
- All work involving welding, cutting, and brazing (hot work) must have the appropriate type and number of fire extinguisher (s) or other approved methods, stationed at the point of hot work.
- In the event of a fire, the person in authority at the scene shall take charge until the Delivery Order Manager, Project General Manager, or the QC/Safety Manager arrives.
- The Company project office and appropriate fire department shall be notified by any means available. Notice shall include the exact location and type of fire.
- The person in authority at the scene shall designate an individual to meet the Fire Department, if necessary, and direct them to the scene.

A.11.2 Severe Weather

FS and its Subcontractors shall be aware of weather conditions, and shall heed and comply with severe weather warnings and watches. Workers shall not be allowed to work outdoors during thunderstorms, or other times when the potential for lightning strikes is high. Crane booms shall be laid down or retracted during high winds. Loose materials shall be secured to prevent flying missiles. Severe weather warnings shall be disseminated to the site personnel in the most expedient method available.

Subcontractors shall immediately stop work, secure materials, tools, and equipment as necessary or as time permits, and seek shelter during severe weather, and as directed by FS or OWNER Personnel.

A.11.3 Emergency Plans

Emergency plans will be posted in a conspicuous place within the job trailer, or on the job site, and will include emergency phone numbers, both personal and office, fire department, directions to hospital, and escape procedures and routes. All personnel are to be familiarized with this posting.

A.12 PERSONAL PROTECTIVE EQUIPMENT

Required personal protective equipment and clothing for FS employees shall be provided by FS. Subcontractors shall provide required personal protective equipment for their employees.

Commonly required items are Safety glasses, hard hats, safety shoes, coveralls, goggles/face shields, gloves, ear plugs, respiratory protection, etc.

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A.12.1 Employee Responsibilities

FS shall furnish various items of protective equipment such as hard hats, goggles, safety vests, etc., in addition to certain tools as necessary to facilitate an on-the-spot correction. These items are company property and must be signed for and accounted for until they are returned. These items will be furnished only if they are available from a on site storeroom or toolroom, otherwise this is a responsible of the sub contractor.

A.12.2 Required Personal Protective Equipment

Approved hard hats shall be worn at all times on construction sites and shall meet the requirements of OSHA. Additional areas designated as hard hat areas may be identified during safety meetings and Phases of Control. Other items necessary for safety and health or protection shall be issued as required. Eye Protection shall be worn at all times when in construction areas when there is danger of eye injury and shall meet the requirements of ANSI and OSHA. If the employee lacks any item of equipment, or if an issued item of equipment becomes unsatisfactory for its intended use, the employee must notify the immediate supervisor and may not proceed with the work until the proper protective equipment is obtained. This also applies to sub contractor's employee.

The noise control requirements of OSHA shall be followed (85 dm) and hearing protection shall be worn when necessary by reason of the noise present in work areas, or the types of tools and equipment being used. The 85-dm rule is a guide.

Personnel shall be medically qualified and trained prior to wearing respiratory protective equipment, and all such equipment shall meet NIOSH or MSHA approvals. Respiratory protection shall be used in accordance with the requirements of OSHA.

A.12.3 Work Clothes

Workers are expected to report to work in adequate and appropriate construction clothing. Long pants and a Tee Shirt are the minimum acceptable. Muscle shirts, tank tops, and going shirtless are prohibited. Suitable safety shoes or boots are required for safety and health. Sneakers, running shoes and lightweight slippers are prohibited. Hairstyles that create a hazard shall be adequately controlled.

A.13 INJURY/ACCIDENT REPORTING

All employee and subcontractor accidents, injuries, and illnesses shall be reported to the FS Delivery Order Manager and the QC/Safety Manager immediately or as soon as possible. OWNER personnel will then be notified and copied on all reports. Copies of back to work releases from physicians shall be attached to accident reports.

A.14 DEFICIENCIES

When a safety and health deficiency is brought to the attention of FS by OWNER personnel or by a subcontractor, the deficiency shall be corrected. If the deficiency is life threatening, work in the affected area or by the affected individuals shall immediately cease until the deficiency is corrected. Subcontractors are required to implement managerial procedures to correct repeated and/or serious deficiencies. If the deficiency is serious and/or has been repeated, it may be cause for contractor or contractor employee's dismissal or removal from the project.

FS shall monitor and strictly enforce the subcontractor's performance to insure compliance with this plan and all Federal, State, and Local safety and health regulations.

All safety and health discrepancies shall be promptly reported to the immediate supervisor. Employee suggestions to improve safety and health shall always be welcomed. An unsafe condition can and should be discussed and corrected at any time. Contractors are expected to adhere to this safety communication and correction action.

Identified safety and health issues and deficiencies, actions, timetables and responsibilities for correcting deficiencies will be recorded in the inspection or daily reports from sub contractors. Follow-up inspections to ensure correction of any identified deficiencies shall be conducted and documented.

A.15 SANITATION AND MEDICAL REQUIREMENTS

A.15.1 Sanitation

Appropriate sanitation shall be exercised at all work sites, such as:

- Potable water shall be obtained from the existing domestic water supply.

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- Disposable paper drinking cups from a covered dispenser shall be provided; receptacles for disposal of paper cups shall also be provided. All containers shall be kept in a clean, sanitary condition.
- Chemical toilets shall be provided if necessary on construction sites in required numbers and serviced in the manner prescribed by 29 CFR 1926.
- Washing facilities shall be provided if necessary on construction sites as required by 29 CFR 1926.

A.15.2 Medical

Every effort shall be made by project personnel to take precautions and have plans in existence that shall provide for emergency medical treatment at all work sites. FS basic requirements are listed below.

- When a medical facility or physician is not accessible within five minutes for the treatment of injuries of a group of two or more employees, at least two employees on each shift shall be qualified to administer first aid and CPR. When this is not feasible, the number for immediate action shall be posted at the site. The emergency number for medial emergencies 911.
- First aid kits should be provided at the jobsite, at all times, in the numbers and containing all emergency medical supplies as currently recommended by the American Red Cross. Each company vehicle shall also have a first aid kit. Monthly checks shall be made to ensure the kits are properly maintained.
- Personnel injured on the project site shall receive immediate first aid. If necessary, they shall be transported to the appropriate local medical facility.

At all "remote" locations, the following shall be strictly adhered to:

- Transportation and/or radio communications with the Company project office shall be readily accessible.

A.16 FIRE PREVENTION AND PROTECTION

Fire extinguishers shall be provided wherever necessary or required. All extinguishers shall be located, inspected, serviced and maintained in accordance with NFPA Guidelines. Inspections should be recorded on the inspection tag attached to each extinguisher or on a log documenting the extinguisher location and/or number. This is a responsibility of the Sub Contractor, when needed.

“Burn” or “Hot Work” permits shall be obtained from the appropriate authority for all welding and burning operations. Permits shall be obtained and posted on site prior to commencement of work. Additionally, when the operation is as such that normal fire prevention precautions are not sufficient, a fire watch shall be assigned.

No material shall be burned at the project site unless authorized by the facility. Only approved temporary heating devices shall be used. All flammable liquids including paints shall be handled and stored in a manner to conform to applicable regulations. Flammable solvents and liquids shall be stored in safety cans. Only the amount of flammable material to be used during the day or shift should be taken to the jobsite.

"No Smoking" signs shall be provided in and on all flammable material storage areas. The areas shall be kept under controlled fencing requirements, lock and key, when necessary.

All work on facility fire protection systems shall be scheduled and coordinated with the OWNER Maintenance Control Section and OWNER faculty managers.

A.17 HAZARDOUS MATERIALS

The provisions of 29 CFR 1910.1200, (Hazard Communication) shall be implemented (see section D). A material safety data sheet is required to be on-site prior to a hazardous material being brought on to any facility. Product containers are to be properly labeled. Likewise, Sub Contractor representative, Delivery Order Manager shall notify the Safety Manager and he will notify the OWNER Engineer of all suspected hazardous materials that are encountered in the performance of work. Subcontractor personnel shall be trained in the hazards of the materials being used, and shall have immediate access to MSDS.

Any hazardous waste generated by FS or its subcontractors in the execution of its work under the JOC contract will be properly labeled, stored and disposed of in compliance with the applicable Federal, State and Local Environmental Health/Safety regulations.

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The HSE/QC Manager will be responsible for acquiring Waste Manifests signed by the appropriate designated representative. The actual Client Member where the waste was collected must sign the actual disposal manifest as the generator. No FS employees have the authority to sign for the generator.

A.17.1 Polychlorinated Biphenols (PCBs)

Any work involving PCB articles such as PCB transformers, capacitors or PCB contaminated material should be handled properly by trained and experienced employees only. All PCB related work will be performed in compliance with 40 CFR part 761 and 29 CFR 1910.120. Disposal of PCB articles and PCB contaminated material should meet all applicable Federal and State Environmental and Safety and Health regulations.

Fluorescent fixtures containing PCB ballasts should be handled in compliance with HAZMAT guidelines.

Personnel trained in mercury hazard assessment and control must handle any work involving mercury switches, mercury thermometers, or other mercury containing materials. Personnel must wear appropriate PPE. Mercury exposure assessment should be conducted during mercury clean up, and waste generated shall be disposed of in compliance with Federal and State TNRCC regulations.

A.17.2 Radiation and Bio-Hazard Awareness Training

The HSE/QC Manager will be responsible for coordinating "Radiation and Bio-Hazard Awareness Training" to affected FS employees. Any project conducted by FS employees involving laboratory animals, microorganisms, biohazard safety cabinets, clean rooms, radiation, etc. will be provided this training prior to scheduling such work. Any sub-contractor involved in such work will also be required to meet this training requirement. The government's designated authority will be notified of the material/hazard. No activity will commence until appropriate authorization and permits are granted.

A.18 TEMPORARY ELECTRICAL SERVICE

Temporary electrical service shall be installed and maintained to conform to all of the requirements of the NESC and the NEC and applicable provisions of local or county codes.

Construction Equipment In addition to the above requirements, temporary wiring conductors for the operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways or shall be hard usage or extra hard usage multi-conductor cord. Temporary wiring and extension cards shall be secured overhead and shall not present a tripping hazard or an obstacle to equipment.

Circuit Protection All 15 and 20 amp outlets which are not a part of the permanent wiring shall be protected by ground fault circuit interrupters (GFCIs). All temporary electrical cords and electrical tools shall be GFCI protected. GFCIs shall be periodically tested to ensure proper operation.

Lockout/Tagout Energized electrical circuits shall be Locked and Tagged as applicable and as possible prior to employees working. Special attention shall be given to electrical demolition and maintenance or modifications to existing electrical systems. The requirements of the FS Services Health, Safety and Environmental Reference Manual shall be followed. A site or job specific energy control procedure shall be established prior to conducting electrical work. See Section F of this Safety & Health Plan for specific procedures.

Where required, appropriate warning signs or other methods shall be posted. All temporary components shall be plainly marked to indicate the maximum operating voltage. All circuits shall be protected against overload and be properly grounded.

A.19 EQUIPMENT

Before any machinery or mechanized equipment is placed in service by FS or its subcontractor, it shall be inspected, checked and determined to be in safe operating condition. This includes reverse signal alarms, guards for moving parts, hot surfaces, overhead protection and roll over protective structures. The DOM, QC/Safety Inspector or QC/Safety Manager, OWNER Inspectors, OWNER Engineers and Operations personnel shall verify that all equipment has been inspected.

Equipment shall be certified to be in a safe operating condition. Records of tests and inspections shall be maintained at the job site. Hoists, cranes, and rigging shall be inspected and maintained as required by the manufacturer.

All operators shall be familiar with and qualified to operate their machinery/equipment. Ongoing inspections shall be made at such intervals as necessary to ensure a safe operating condition and proper maintenance. Any machinery

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or equipment found to be in an unsafe operating condition shall be tagged at the operator's position "Out-of-Service - Do Not Use," and its use prohibited until unsafe conditions have been corrected.

Heavy equipment shall be thoroughly inspected prior to use, using an approved checklist, when the equipment is first placed at the job site and whenever the equipment is demobilized and successively placed back on the FS job site. The operator shall conduct a walk-around inspection of the equipment every day before work begins.

Inspections for determination of road conditions and structures shall be made to ensure that load capacities are safe for the passage or placing of machinery or equipment.

Platforms of all hoisting equipment shall be equipped with "broken cable" safety devices. Only persons who are fully qualified by experience and training in hoisting operations shall be used as a signalman when signaling is required.

Necessary traffic control, danger signs and instructional safety and health signs shall be installed where required.

Danger signs shall be prominently displayed as well as "Slow" and "Caution" signs and "No Smoking" signs. When operations are such that signs, signals, and barricades do not provide the necessary protection on or adjacent to a highway or street, flagmen or other appropriate traffic controls shall be provided. Flagmen shall have in their possession a certificate of completion of an approved flagging course. Flagging operations shall comply with the provisions of 29 CFR 1926.201.

All repairs on machinery or equipment shall be made at a location that will ensure safety of repair mechanics. Heavy machinery, equipment or parts thereof which are suspended or held apart by use of slings, hoists or jacks shall also be substantially blocked or cribbed before men are permitted to work underneath or between them. Bulldozer and scraper blades shall be lowered to rest when not in use.

Any guard or safety and health device removed or made ineffective shall be replaced or restored to safe operating condition immediately after completion of work that required its removal.

A.20 CONFINED SPACE ENTRY

A confined space is any space with a limited means of entry or exit. Confined spaces are normally considered to be hazardous to the safety and health of an employee. Confined spaces are defined as follows:

Any space:

- the size and configuration which allows employee entry
- limited means of access and egress
- not designed for continuous employee occupancy

Typical confined spaces are sumps, tanks, pits, vaults, ventilation ducts, silos, equipment and pipe chases and excavations more than four feet deep.

Permit Required Confined Spaces are those confined spaces which present or have the potential to present one or more of the following hazards:

- Atmospheric hazard
- Engulfment hazard
- Configuration hazard
- Any other recognized serious hazard (e.g. mechanical, electrical)

OWNER representatives shall be asked to identify any existing Confined Spaces and Permit Required Confined Spaces to FS prior to and/or during the commencement of a Task Order. All Confined Spaces shall be identified by a sign to warn of the hazard.

Personnel shall not be permitted to enter a Permit Required Confined Space until the requirements of the FS Health, Safety and Environmental Manual including appropriate evaluations and tests.

A.21 ASBESTOS

All projects involving demolition or renovation to existing structures shall be reviewed to identify activities that may cause the disturbance of Asbestos Containing Materials (ACM). In locations that have updated Asbestos

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Management Plans a Hazmat Assessment may be performed and clearance to proceed with the work granted by the HSE/QC Manager. In those locations where no updated Management Plan exists an environmental assessment to include samples, lab analysis, and updates to the Management Plan will be required and clearance obtained from the HSE/QC Manager before work can commence.

All precautions, to include proper work practices, respiratory protection, industrial hygiene and environmental protection requirements of OSHA (29 CFR 1926.1101), EPA (40 CFR 61.20), and AHERA Regulations shall be strictly enforced.

FS shall subcontract all work involving asbestos containing materials. FS maintains a list of contractors that have been "pre-qualified" by FS Corporate Industrial Hygiene to conduct asbestos abatement. The subcontractor shall submit a written work procedure, detailing safety and health procedures, for review, prior to the commencement of work.

LEAD PAINT

Projects that will involve demolition or renovation to existing structures will be reviewed to identify where exposure to lead dust may occur. If OWNER representatives cannot provide documentation negating the presence of lead containing materials FS will perform the appropriate environmental assessment to ensure proper worker protection can be employed if lead is present. Precautions, including proper work practices, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1025 and 1926.62) and EPA (40 CFR Parts 260-261) shall be strictly enforced. FS requires all work requiring lead abatement be subcontracted to a corporate "pre-qualified" lead abatement contractor.

A.22 ELEVATED WORK AREAS

Prior to working at elevations greater than 6 feet above an adjoining surface, measures shall be taken which ensure the protection of FS and subcontractor employees. Prior to the commencement of work in elevated areas, the subcontractor shall submit to FS, as required:

- Drawings, plans and the Activity Hazard Analysis that identifies how workers are going to be positively protected from fall of more than six feet. Positive protection includes the use of decking, guardrails, independent lifelines, body harnesses with shock absorbing lanyards, safety nets, manlifts, etc.

Employee fall protection shall be an integral part of job and work planning and shall be included in work plans, job specifications and pre-bid meetings. Additionally, all subcontractor personnel shall receive fall protection training prior to commencement of work. This training is the responsibility of the subcontractor.

A.23 EXCAVATIONS

FS and its subcontractors shall ensure that a Competent Person experienced with and trained in the requirements of OSHA excavation standards is assigned. All requirements for soil typing, inspections, ingress and egress, sloping, shoring, spoil pile placement, superimposed loads, vibration, pre-excavated soil, rain and ground water hazards and other standards are strictly followed. FS and its subcontractors shall present for review and approval the Activity Hazard Analysis for excavation projects as necessary or required. This training is the responsibility of the subcontractor.

SECTION B TOTAL SAFETY TASK INSTRUCTION (TSTI)

B.1 Overview

The TSTI Program Plan was developed to supplement FS's Safety and Health Plan and to ensure that all unsafe and/or unhealthy conditions associated with a FS project are identified and analyzed. The result of this analysis is included as an integral part of the task assignment process and provides the information necessary for our project personnel to plan and execute their task assignments in a safe and healthy manner and in accordance with this FS Safety and Health Plan.

B.2 Purpose

FS recognizes the importance of supervisory safety instruction on work assignments. The company has adopted the principles and applications of Total Safety Task Instruction (TSTI), a safety awareness program designed to ensure that FS subcontractors analyze each job for which they are responsible for potential hazards and provide sound safety instruction to all employees assigned to those jobs.

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B.3 Accident Prevention Procedure

When assigning any task to any person or group, all supervisors must provide sufficient instruction or caution with the assignment to ensure safe operation. In short, supervisors teach their employees about safety by showing or explaining the safety and health factors that pertain to each job. Supervisors can help protect employees from injury by ensuring that each worker fully understands each safety instruction on each job.

B.4 Application

TSTI is a proactive, rather than reactive, approach to job planning.

All jobs are analyzed for hazards and the requisite safety measures.

The magnitude of the task determines the extent of TSTI. Some tasks may require only a few words of instruction, while others may require more time or other preparation for one or more employees.

No job is so urgent, nor any service so urgent, that employees cannot take the time to perform their work safely.

SECTION C BASIC SAFETY AND HEALTH REQUIREMENTS

C.1 ACCIDENT AND HAZARD REPORTING.

All injuries, illnesses, accidents and safety and health hazards shall be reported to your supervisor, the QC/Safety Manager, or the Project General Manager immediately. Failure to report injuries, illness and accidents immediately is grounds for disciplinary action up to and including termination.

C.2 PERSONAL PROTECTIVE EQUIPMENT

C.2.1 Hard hats

OSHA approved nonconductive hard hats shall be worn by all personnel while in the construction areas. The bill of the hard hat shall be worn in front at all times. Alterations or modification to the hard hat or suspension is prohibited.

C.2.2 Safety Glasses

OSHA approved safety glasses shall be worn by all personnel while cutting, grinding, chipping, etc. Clear lens safety glasses are required while working inside of buildings. Additional protection such as face shields shall be worn if there is a hazard of flying debris while chipping, grinding, etc. Chemical splash goggles and an apron or disposable coveralls shall be worn when handling chemicals, acids and caustics in which the MSDS requires their use. Additional eye and face protection shall be used as necessary to prevent eye and face injuries.

C.2.3 Clothing

Clothing must provide adequate protection to the body. Long pants, a short sleeve shirt and acceptable "construction grade" shoes are a minimum requirement:

- **Shirts** must be full length and have at least a "T" sleeve.
- **Pants** must be long and in good condition. Shorts and sweat pants are not authorized.
- **Work Boots** in good condition with slip resistant soles that provide adequate protection to both feet and ankles are required. Sandals, athletic shoes and other light duty footwear are not acceptable.

C.3 LIFTING

Lifting and material handling shall be conducted in a controlled manner with consideration given to proper lifting techniques, using mechanical means, and protecting against hand injury. Never be afraid to ask for help when lifting.

C.4 VEHICLES

Only licensed drivers shall be allowed to operate vehicles. Seat belts shall be worn at all times when in vehicles. The speed limits shall be strictly observed. Traffic violations beyond a simple speeding ticket shall be reported to your supervisor. DUI's and suspended licenses shall be reported immediately.

Before loading, unloading or conducting any activities around a vehicle, the vehicle shall be placed in park or in gear, the vehicle shut off, and the parking brake set. On inclines, vehicles shall be chocked and the wheels turned into the curb. When being loaded or unloaded by a fork truck or other piece of equipment, the vehicle shall also be chocked.

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Passengers are not allowed to ride in the back of pickup trucks. Riding as a passenger on any equipment is prohibited unless the equipment has the safe capability of transporting personnel and was intended for such use.

C.5 ELECTRICAL TOOLS AND EQUIPMENT

Ground Fault Circuit Interrupters (GFCI) shall be used on all electrical tools and hand held electrical equipment. An assured grounding program may be substituted for GFCIs only if an exemption is specifically approved by the OWNER safety and health representative. All electrical tools shall be inspected daily and defective tools shall be removed from service.

C.6 HAND TOOLS

All tools used on FS work shall be in a safe and good working condition. Defective or damaged tools shall be removed from service. Examples are chisels with mushroomed heads, hammers with loose or split handles, and guards missing on saws or grinders.

C.7 FALL PROTECTION

FS requires positive fall protection when working at heights of six feet and higher. For each specific project or work activity requiring working at elevations, an activity hazard analysis which specifies the control measures to be used to protect personnel who may be exposed to fall hazards shall be prepared. FS and FS's subcontractors shall assign in writing the name of the "competent person(s)" for fall protection. All fall protection equipment shall be in good working order, and shall be inspected prior to each use.

C.7.1 Roofing

Roofing subcontractors shall demonstrate their knowledge of fall protection standards and the use of warning lines, safety monitors, safety harnesses, and other fall protection equipment and procedures.

C.7.2 Safety Harnesses and Lanyards

If other fall protection is not feasible or available, a full body harness shall be worn and properly secured when exposed to a fall hazard of more than six feet. Lanyards shall be the shock absorbing type. Body (waist) belts shall only be worn for positioning, or to prevent exposure to the fall hazard, not for arresting falls.

C.7.3 Lifelines and other anchorage points shall be capable of supporting 5000 pounds

Lifelines, rope grabs and safety harnesses shall be compatible and shall represent an "engineered system" to ensure that the fall protection system will work properly.

C.8 LADDERS

All ladders shall be in a safe condition and shall have a 250 pound duty rating. Damaged ladders with broken rungs, split side rails or other defects shall not be used and shall be destroyed or removed from the project. Extension ladders shall be secured and shall extend a minimum of three feet above the upper working surface. Stepladders shall be used in the open position, and the top two steps shall not be used as a working surface. When ladders are used as working platforms, fall protection shall be used when working more than six feet from the ground. Fall Protection shall also be used when the ladder places the waist of a worker above an adjacent platform handrail and creates a fall hazard of a greater distance than to the level of the base of the ladder. Metal ladders are not authorized for electrical work or in and around exposed electrical systems. No work requiring lifting of heavy materials or substantial exertion will be done from ladders.

C.9 WALKING AND WORKING SURFACES

Walking and working surfaces shall be kept free of debris and other tripping hazards. All floor holes and floor openings shall be covered with a secure cover or barricaded, and shall be attended when open for work. Caution tape or flagging is not a barricade. Guardrails shall be used to protect wall openings and platforms four feet or greater above the adjacent surface.

C.10 SCAFFOLDING

All scaffolding and work platforms shall be erected, maintained and dismantled in accordance with FS HSE requirements. Scaffolding shall be fully X-braced on both sides. Scaffold grade lumber shall be used for all supports and planks. The platform shall be fully planked with all boards properly overlapped and cleated or secured. Every scaffold shall have a complete guardrail system (Handrail, Midrail, and Toeboard). Each subcontractor shall submit

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to FS the name of its "scaffold competent person(s)," in writing, who will supervise scaffold erection and scaffold work, and shall inspect each scaffold at the beginning of each work day for safety.

No scaffold work will be allowed without the scaffold competent person present. Incomplete or modified scaffolds shall not be used and shall be tagged to prevent use. Specialty scaffolds missing handrails for clearance purposes shall be tagged with the appropriate fall protection precautions and personnel shall be trained and familiar with their assigned fall protection equipment.

C.11 EXCAVATION

All work involving excavations (even excavations less than 5 feet deep) shall be conducted in accordance with the requirements FS HSE. Prior to the start of any excavation work, FS or the subcontractor shall designate in writing the name of its "Excavation Competent Person(s)." Written proof of competency such as a certificate of training completion shall also be submitted. No trenching or excavation work shall be conducted without the competent person present. The subcontractor's competent person shall conduct the daily excavation inspections, and shall assess and select the proper protective system(s) based on hazards and soil types.

C.12 HOISTING EQUIPMENT

All cranes shall have a current certification sticker from an independent crane certification company or the vendor will demonstrate through objective evidence that its crane inspection and maintenance program meets or exceeds requirements. Daily and periodic inspections in accordance with the manufacturer's recommendation shall be conducted during the crane's use by its qualified operator. These inspections shall be documented. Records of tests and all inspections will be maintained at the site by the contractor and will be made available upon request by the designated authority.

Only those operators qualified to operate a particular type of crane or derrick may operate this machinery. Proof of such qualification must be in writing. All cranes on the project site will contain the proper documentation. Cranes will be operated, inspected, tested and maintained in accordance with the manufacturer's operating manual and cab instructions.

Slings, chokers and other rigging shall be in good condition and shall be inspected prior to each use. Personnel conducting inspections shall be qualified and able to detect signs of unsafe rigging. The use and maintenance of rigging equipment will be in accordance with the requirements as specified in the FS HSE Reference Manual.

C.13 HAZARD COMMUNICATON

Material containers shall be labeled as to contents and hazards. MSDSs shall be available for review by employees. Personnel shall be trained in the hazard communication program. A detailed hazard communication program is included in Section D of this Safety & Health Plan.

C.14 TRAINING

Employees will be provided with training. Training shall be documented. Training includes, but is not limited to the following: Lockout/Tagout, Electrical Safe Work Practices, Ladders, Scaffolding, Excavations, Hazard Communication, Respiratory Protection Equipment, Powder Actuated tools, Hearing Conservation, Confined Space Entry, Cranes and Rigging, Fall Prevention, and Hazard Recognition.

C.15 FIRE PROTECTION AND PREVENTION

Work areas shall be kept free from combustibles and flammable liquids. The subcontractor shall provide fire extinguishers for hot work and any use of flammable or combustible liquids. All flammable liquids shall be stored in F. M or U. L. approved Flammable Liquid Storage Cans which have spring loaded lids, flash arrest screens and venting capabilities. Only the quantity necessary for the job should be present in the work area. If the client provided fire extinguishers have been removed for extensive demolition or remodeling, FS or the Subcontractor shall ensure that the proper number and location of fire extinguishers are present for that particular occupancy or type of work.

C.15.1 Burning and Cutting Equipment.

Burning and cutting equipment shall be checked daily prior to each use. At the end of each day, all gas shall be shut off and hoses disconnected from bottles or manifolds. Caps shall be replaced on bottles when gauges are removed. Repairs to burning and cutting equipment will be performed by qualified personnel only.

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SECTION D HAZARD COMMUNICATION PROGRAM.

D.1 PURPOSE

The purpose of the Hazard Communication Program is to ensure that information concerning the hazards of all chemicals used or handled on this project is provided to affected FS employees and contractor employees. The hazard information will allow employees to participate in and support the protective measures instituted on his project.

D.2 HAZARD DETERMINATION

Information provided by the chemical manufacturers on the hazard evaluation of their products will be the source of the hazard determination for the chemicals used on the site. Unless instructed differently, mixtures of chemicals will be assumed to present the same health hazards as do the components which comprise one percent (by weight or volume) or greater of the mixture. The mixture will be assumed to present a carcinogenic hazard if it contains a carcinogenic component in concentrations of 0.1 percent or greater.

D.3 MATERIAL SAFETY DATA SHEETS

D.3.1 Requirements

- Material Safety Data Sheets (MSDSs) will be obtained for each chemical procured, used, or handled by FS and subcontractor personnel.
- Copies of the MSDSs will be available for employee review at the project sites.
- If the MSDS is not received at the time of first shipment of a hazardous chemical, the supplier or manufacturer shall be notified as soon as possible. Outdated MSDSs shall be replaced in a timely manner.
- The individual(s) responsible for obtaining the MSDSs is (are):
 - a) Administrative Manager
 - b) OWNER Engineer of projects or his designee
 - c) Delivery Order Manager
 - d) Subcontractor
 - e) OWNER buyers
- The MSDSs shall be maintained in alphabetical order.

D.4 LABELS AND OTHER FORMS OF WARNING

- Containers of incoming hazardous chemicals shall have the manufacturer's label, tag or mark affixed to include:
 - a) The identity of the hazardous chemical cross-referenced to the applicable MSDS.
 - b) Appropriate hazard warning.
 - c) Name and address of the chemical manufacturer.
 - d) Labels on incoming containers will not be removed or defaced.

Portable containers into which hazardous chemicals are transferred by FS or subcontractor personnel shall be labeled with information as stated above, unless all the following conditions are met:

- a) The contents of the portable container are for immediate use by the person making the transfer.
- b) The container is only used by and remains under the control of the person making the transfer.
- c) The labeled portable contained is used only within the work shift during which it was originally filled.

D.5 EMPLOYEE INFORMATION AND TRAINING

Information concerning hazard communication will be provided to FS or subcontractor employees regarding:

- The requirements of the OSHA hazard communication standard.

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- Work areas where chemical hazards are present.
- The location and availability of the written hazard communication program, list of hazardous chemicals and material safety data sheets.

FS and subcontractor employees will be trained in:

- The methods and observations they may use to detect the presence or release of a hazardous chemical in their working area.
- The physical and health hazards of the chemicals in their work area.
- The measures employees can take to protect themselves, which include:
 - a) Work practice procedures
 - b) Emergency practice procedures
 - c) Personal protection equipment
 - d) The nomenclature used in the project's labeling system and MSDSs

Employees will be trained at the time of their initial assignment and whenever a new hazard is introduced into their work area. Training on the hazards of non-routine tasks (i.e., cleaning, working on unlabeled pipes) will be conducted as specified in the training program. The individual(s) responsible for conducting the employees training will be the QC/safety Manager for FS personnel, and the subcontractor for his personnel.

D.6 ON-SITE CONTRACTORS

Appropriate material safety data sheets will be supplied to on-site contractors whenever their employees may be exposed to hazardous chemicals. The MSDSs will be provided to the contractor's representative responsible for employee training and safety. If necessary, the contractor will be advised of the project's hazardous chemical labeling system. Suggestions for additional protective measures may also be given to the contractor. Contractors will be required to provide and maintain MSDSs for the hazardous chemicals they introduce onto the project. The MSDSs will be made available to FS upon request. Generally, MSDSs will be submitted to OWNER specified "For Information Only."

D.7 HAZARDOUS MATERIALS LIST

The list of all hazardous materials used or handled by FS personnel, or contractor, shall be maintained and updated as necessary.

SECTION E ELECTRICAL SAFE WORK PRACTICES PROCEDURES

E.1 PURPOSE / SCOPE

The purpose of this Standard is to provide requirements for the safe performance of electrical work. This Standard applies to all FS and subcontractor personnel.

E.2 DISCUSSION

Accidents involving electrical equipment and systems have occurred in industry mainly due to incomplete planning of the work task. Correctly used, electricity is our most versatile form of energy. Failure to take suitable precautions creates conditions that are certain to result in serious bodily harm, death and/or property damage. Management and employee efforts in the area of electrical safety are essential to safe operation.

E.3 DEFINITIONS

There are several terms that must be well understood in this Standard. Three basic terms; current, voltage and resistance are defined using the analogy that electricity flowing through a circuit is like the flow of water through a pipe. If this analogy is kept in mind, these terms are easily understood.

Current - May be thought of as the total volume of water flowing past a certain point in a given length of time. Electric current is measured in amperes.

Voltage - May be thought of as the pressure in a water pipeline. It is measured in volts.

Resistance - Any condition which retards electrical flow. It is measured in ohms.

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Circuit - The complete path of an electric current.

Electricity - Electric current for lighting, heating, etc.

Fuse - A protective device inserted in series with a circuit. It contains a metal that will melt or break when current is increased beyond a specific value for a definite period of time.

Ground - A metallic connection with the earth to establish ground potential. The ground directs electric current away from unwanted areas in order to prevent injury, death and/or property damage.

E.4 REQUIREMENTS

E.4.1 Responsibilities

The QC/Safety Manager or subcontractor representative is responsible for administering this procedure and for providing oversight inspections to verify compliance. Delivery Order Managers and/or QC/Safety Inspectors are responsible for implementing; monitoring compliance and enforcing the requirements of this procedure. All employees are responsible for complying with the requirements of this procedure.

E.4.2 Electrical Injuries

All electric shocks to personnel shall be immediately reported to a supervisor or the QC/Safety Manager. Any person who receives an electric shock should receive an electrocardiogram (EKG) examination by qualified medical personnel within one hour of the occurrence of the shock.

E.4.3 Protection From Electrical Shock

“The Control of Hazardous Energy, Lockout/Tagout” procedure are incorporated by reference into this procedure and shall be followed to de-energize and make electrical equipment safe.

All employees potentially exposed to electrical hazards shall receive electrical safety training. As a minimum, training shall include the provisions of this procedure. Training shall be reinforced during weekly safety meetings. Training will be the subcontractor’s responsibility.

E.4.4 General Requirements

Supervisors shall immediately stop any operation involving electrical equipment where loss of life, fire, or explosion potential is significantly great. Questions as to potential hazards shall be referred to the QC/Safety Manager or the Delivery Order Manager. Persons observing unsafe electrical conditions shall immediately report these conditions to their supervisors.

Work on energized circuits shall only be performed when no other choice exists. Approved safety equipment shall be used. Two qualified persons shall be present at all times whenever work is being performed on energized circuits. Work on energized circuits must be approved by the QC/Safety Manager and in concurrence with the OWNER representative.

Electrical equipment shall be firmly secured to the surface on which it is mounted. Electrical equipment shall be free from recognized hazards that are likely to cause death or serious physical harm to employees. Never perform maintenance on an energized piece of equipment. Ladders and scaffolds of non-conductive material shall be used by personnel working on or near electrical circuits. Metal ladders and wooden ladders with metal side rails shall not be used by electrical maintenance personnel.

Never use equipment that has a damaged power cord, plug, or socket. Use three-wire cords with three-wire polarized plugs. Disconnecting means and overcurrent devices shall be readily accessible. Electrical equipment shall only be used for its intended purpose as indicated by listing, labeling, or certification.

Non-conductive head protection shall be worn where there is a danger of head contact with energized parts. Eye protection shall be worn during all electrical work. Face protection shall be worn when there is a danger of injury from electric arcs or flying objects resulting from electrical explosion.

E.4.5 Guarding Live Parts

All 15 and 20 ampere attachment plugs and connectors shall be constructed so that there are no exposed current-carrying parts except the rings, blades, or pins. The cover for wire terminations shall be an integral part of an attachment plug or connector (dead-front construction). Unused openings in electrical boxes, cabinets, and fittings

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shall be effectively closed. All live parts of electrical equipment shall be guarded against accidental contact. High-voltage circuits that are exposed during operation shall be isolated from ground.

Conductors entering boxes, cabinets, or fittings shall be protected from abrasion, and the openings through which conductors enter shall be effectively closed using NEC directed hardware or fittings.

E.4.6 Marking/Labeling/Posting

Each disconnect shall be legibly marked to indicate its purpose, unless it is located and/or arranged so that its purpose is evident. Clearly post "DANGER" signs for high-voltage equipment. High voltage rooms shall be locked. Entrances to rooms or other enclosures containing exposed live electrical parts shall be marked with conspicuous warning signs forbidding unauthorized persons to enter.

E.4.7 Flexible / Extension Cords

Never use a flexible cord that is damaged. Inspect these cords before each use. Flexible cords shall be used only in continuous lengths without splices or tape. Never place a flexible cord through a doorway, along the floor, in water or in any other area where it might become damaged. Avoid kinking or excessive bending of extension and power cords. This will damage the wire inside which could create a shock hazard. Metal and nonmetallic boxes, as defined in the National Electrical Code, Article 370, shall not be used in the construction of extension cords. Specifically, four-way extension cords shall not be constructed using conduit boxes. Flexible cords and cables may not be used as a substitute for fixed wires of a structure; routed through holes in walls, ceilings or floors; routed through doorways, windows or similar openings; attached to building surfaces or concealed behind building walls, ceilings or floors. Flexible cords and cables shall be approved and suitable for conditions of intended use and location.

E.4.8 Hazardous Atmospheres

Electrical equipment and wiring for all voltages used in locations where fire or explosion hazards may exist due to flammable gases or vapors, flammable liquids, combustible dust or ignitable fibers shall be in accordance with the National Electrical Code, Article 500. Enclosures that contain circuit breakers and are in wet locations shall be so constructed or protected that exposure to the weather will not interfere with successful operation. Never use electrical equipment in areas where flammable or explosive atmospheres may exist without the approval of the QC/Safety Manager. The spark produced when the equipment is turned on or off may be sufficient to initiate combustion. Special equipment is available for these situations. When using electrical equipment in a wet or damp location, ensure that the equipment is approved for that type of work. The use of GFCIs is required when using hand held electrical power tools, extension cords and temporary lighting in wet or damp areas. When working with flammable liquids, ensure that adequate bonding and grounding is in place. Static charges are sufficient to initiate combustion.

E.4.9 Grounding / Bonding

The path to ground from circuits, equipment and enclosures shall be permanent and continuous. Bonding and grounding devices shall be used where needed to dissipate static charge accumulations.

Office appliances (typewriters, adding machines, calculators, etc.) shall be grounded with a grounding conductor or meet National Electrical Code double insulation requirements. Other office equipment (desk lamps, or electric powered hand held equipment) shall be grounded if used in a damp environment or in a room or building of steel structure which would provide an electric exposure due to the grounded structure. All receptacles or cord sets at construction sites shall be protected by ground fault circuit interrupters (GFCIs) unless an assured equipment grounding conductor program is in effect.

E.4.10 Working On Energized Conductors and Apparatus

Work on energized conductors shall not begin unless it can be demonstrated that de-energizing introduces additional or increased hazards or it is unfeasible due to equipment design or operational limitations. Every effort practical shall be made to de-energize, lockout and tag the component. Examples of the above are provided by OSHA and are as follows:

- "Note 1: Examples of increased or additional hazards include interruption of life support equipment, deactivation of emergency alarm systems, shutdown of hazardous location ventilation equipment or removal of illumination for an area.
- Note 2: Examples of work that may be performed on or near energized circuit parts because of unfeasibility due to equipment design or operational limitations include testing of electric circuits that can only be performed with

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the circuit energized and work on circuits that form an integral part of a continuous industrial process in a chemical plant that would otherwise need to be completely shut down in order to permit work on one circuit or piece of equipment.

No employee shall be permitted to work on, approach or handle any energized electrical conductor, buss, etc., without an approved insulated tool, instrument or handle unless one of the following conditions is met:

- The employee is insulated or guarded from the energized part. (Gloves or sleeves rated for the voltage involved shall be considered insulation of the employee from the energized part.)
- The energized part is insulated or guarded from employee and any other conductive object at a different potential.
- The employee is isolated, insulated or guarded from any other conductive object(s).

If work must be done on an energized electrical conductor, buss, transmission lines, etc., the following minimum levels of qualified supervision shall evaluate the situation for safety and health and verbally give their approval of the work to be done:

<u>Voltage Minimum</u>	<u>Level of Supervision</u>
Below 480 volts	Foreman/Lead
480 - 4,000 volts	Supervisor
4001 - 11,999 volts	Superintendent
12,000 volts and above	Electrical Engineer

This statement does not apply when only using an approved testing device to monitor for voltage, amperage, etc.

If work must be done on an energized circuit, a second standby person certified in cardiopulmonary resuscitation (CPR), capable of recognizing electrical hazards, and capable of summoning rescue assistance shall be present at all times. This standby person shall in no way be involved in performing work.

- This statement does not apply when using an approved multimeter, etc. to monitor for voltage, amperage, etc.
- The only exception to the regulations listed under E4.10. is when qualified personnel must open or close switches.

When performing work on energized conductors or apparatus, a safety briefing (TSTI) shall be conducted and personnel shall remain alert at all times, taking all necessary precautions to perform the task safely.

E.4.11 Electrical Safety Inspection Test Requirements

Electrical safety equipment (i.e., gloves, sleeves, blankets, and hot sticks) shall be visually inspected by the user prior to each use. Rubber personal protective equipment will be inspected, maintained and tested in accordance with ANSI S3.40. Gloves shall also be given the user-performed air test before each use. If a defect is suspected, the equipment shall be immediately taken out of service. This equipment is the responsibility of the user, contractor or subcontractor.

Electrical safety gloves shall be inspected prior to each use as follows:

- Squeeze the rolled cuff tightly to keep trapped air inside. Look for hidden damage exposed by inflation.
- Hold the inflated glove close to the ear and listen for air escaping from any holes.
- Hold the glove downward and grasp the cuff.
- Twirl the glove upward toward the body to trap air inside the glove.

Electrical safety equipment shall be inspected and tested as follows:

<u>Equipment</u>	<u>Maximum Usage Before Retesting</u>

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Rubber gloves	4 months
Rubber sleeves	8 months
Rubber blankets	8 months
Line hose	14 months
Insulator hoods	14 months
Mechanical jumpers	14 months

The subcontractors competent person will inspect all electrical equipment (i.e., tools, appliances, and cords) to ensure that grounding requirements are adequate, electrical connections are intact, no cords or wires need repair and no additional equipment has created an overload situation. Grounding rods will be tested for continuity every fifteen months or whenever structural maintenance or alteration interrupts electrical integrity of the grounding system. All receptacles, cord sets, and electrical power tools which are not part of the permanent wiring of a building and are used on site, shall be tested annually for grounding adequacy unless ground fault circuit interrupters are used. Testing shall be documented by means of logs, color codes, tags, or dated tape. The following tests shall be performed before the first use, before the equipment is returned to service following any repair, after any incident, which is suspected to have caused damage and every 12 months. This is the responsibility of the user/owner, contractor or subcontractor.

- All equipment-grounding conductors shall be tested for continuity and shall be electrically continuous. This is the responsibility of the user/owner, contractor or subcontractor
- Each receptacle and attachment cap or plug shall be tested for correct attachment of the equipment-grounding conductor. The equipment-grounding conductor shall be connected to its proper terminal.
- The assured grounding testing shall be conducted at intervals not to exceed 3 months when the equipment is used at a construction site or job. All subcontractors shall have an effective assured grounding testing program or shall power all equipment through GFCIs. This is the responsibility of the user/owner, contractor or subcontractor.

E.4.12 Grounding De-Energized Transmission and Distribution Circuits and Apparatus

When transmission circuits and apparatus are de-energized for work they shall be grounded with approved grounding equipment on both sides of the location where the work is to be done, regardless of whether or not there is more than one source of supply. The grounding cable shall be connected to an effective ground before clamps are applied to the conductors.

Before the grounding clamps are applied, an employee shall check to determine that the circuit or apparatus has been de-energized. The conductor nearest the worker shall be grounded first, then the next nearest, etc., until all phases have been grounded. The clamps shall be removed in the reverse order. Grounding cable shall be of a size large enough to operate the protective device supplying the conductor. In no case shall the grounding cable be less than No. 2 AWG copper or equivalent.

E.4.13 Battery Safety Precautions

The principal hazard of working with batteries is the danger of acid burns and exposure to lead sulfate dust. Chemical splash goggles, face shield, rubber gloves and rubber apron shall be worn when performing work with batteries, particularly when white (lead sulfite) powder accumulation is evident on the battery terminals. This PPE is the responsibility of those working with these materials.

Another hazard is the danger of explosion due to the ignition of hydrogen gas, which is given off during the battery charging operation. The charging rate should be held at a point that will prevent the rapid liberation of hydrogen gas.

Smoking, open flames and other sources of ignition shall not be allowed while working on or near batteries. In battery storage/recharging areas, provisions shall be made for sufficient diffusion and ventilation of the gases from the battery to prevent the accumulation of an explosive mixture. Particular care shall be taken by employees to prevent short circuits while batteries are being charged, tested or handled. Hydrogen gas, which is accumulated while charging, is highly explosive. A spark from a short circuit could easily ignite the gas, causing serious injury to personnel. Extreme caution shall be exercised when installing and removing batteries since batteries are heavy for their size and somewhat awkward to handle. A fully operable emergency shower and eyewash shall be immediately available in areas where battery charging, handling, testing or electrolyte handling is conducted.

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E.4.14 Crane Operations Near Electrical Distribution and Transmission Lines

Except where electrical distribution and transmission lines have been de-energized and visibly grounded at the point of work, or where insulating barriers (not a part of or an attachment to the equipment or machinery) have been erected to prevent physical contact with the lines, personnel shall operate equipment or machines in the vicinity of power lines in accordance with the following:

- For lines rated at 50 kilovolts (kV) or below, the minimum clearance between the lines and any part of the crane or load shall be 10 feet. For lines rated over 50 kilovolts, see OSHA 1910.333.
- In transit with no load and boom lowered, the equipment clearance shall be a minimum of 4 feet for voltages less than 50 kilovolts, 10 feet for voltages over 50 kilovolts up to and including 345 kilovolts, and 16 feet for voltages up to and including 750 kilovolts.
- A person shall be designated to observe clearance of the equipment and give timely warning to stop operations, if necessary, where it is difficult for the operator to maintain the desired clearance by visual means.

E.4.15 Capacitors

Capacitors store electrical charge and can be a source of electrical shock. Only qualified personnel familiar with the circuits, equipment and requirements shall perform the work.

E.5 INFORMATION/ASSISTANCE

Questions on electrical safety should be directed to the QC/Safety Manager, QC/Safety Inspector or the Task Order Manager.

E.6 REFERENCES.

CFR 1910, OSHA Safety and health Standards for General Industry

CFR 1926, OSHA Safety and health Regulations for the Construction Industry

National Safety and health Council, Accident Prevention Manual for Industrial Operations, 8th

Edition, Engineering and Technology, 1980 National Fire Protection Association, National Electrical Code.

SECTION F THE CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT PROCEDURES)

F.1 PURPOSE

To provide a consistent and uniform policy establishing the minimum requirements for the lockout or tagout of energy isolating devices whenever maintenance, service or repairs are performed on machines, equipment or systems. This procedure shall be used to ensure that machines, equipment or systems are stopped, isolated from all potentially hazardous energy sources and locked out or tagged out prior to employees performing any servicing or maintenance where the unexpected energization, start-up or release of stored energy could cause injury.

F.2 SCOPE

Applicable to all FS and subcontractor personnel.

F.3 DEFINITIONS.

Authorized Employee - An employees, trained and authorized by management, who locks out or tags out machines, equipment or systems in order to perform servicing or maintenance.

Capable of Being Locked Out - An energy isolating device is capable of being locked out if it has a hasp or other means of attachment to which, or through which a lock can be affixed, or it has a locking mechanism built into it.

Energized - Connected to an energy source or containing residual or stored energy.

Energy Isolating Device - A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following: A manually operated electrical circuit breaker; a disconnect switch; a manually operated switch by which the conductors of a circuit can be disconnected from all ungrounded supply conductors so that no pole can be operated independently; a line valve; a block or any similar device used to block or isolate energy. Push buttons, selector switches and other control circuit type devices are not energy isolating devices.

Energy Source - Any source of electrical, mechanical, hydraulic, pneumatic, chemical or thermal energy.

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Equipment-Specific lockout/tagout Procedure - A procedure required by OSHA that details the specific hazards and lockout sequence of a particular piece of equipment. An equipment-specific lockout/tagout procedure is required when one or more of the following situations exist:

- The machine or equipment has the potential for the storage of residual energy or the re-accumulation of energy after shutdown;
- The machine has more than one energy source or a single energy source that is not readily identified and isolated;
- The isolation of the single energy source does not achieve a completely de-energized and isolated machine or equipment;
- The single lockout will not achieve a locked-out condition;
- The lockout device is not under the exclusive control of the authorized employee performing the service or maintenance;
- The servicing or maintenance creates hazards for other employees; and,
- The company has had incidents involving the unexpected activation or re-energization of the machine or equipment during servicing or maintenance.

Hot Tap - A procedure used in the repair, maintenance, and service activities which involves welding on a piece of equipment (pipelines, vessels, or tanks) under pressure, in order to install connections or appurtenances. It is commonly used to replace or add sections of pipeline without the interruption of service for air, gas, water, steam, and petrochemical distribution systems.

Lockout - The placement of a lockout device on an energy isolating device in accordance with this Standard Operating Procedure, ensuring that the energy isolating device and the equipment being controlled cannot be operated until the lockout device is removed.

Lockout Device - A device that utilizes a positive means such as a lock, either key or combination type, to hold an energy isolating device in the safe position and prevents the energizing of a machine or equipment. Included are blank flanges and bolted slip blinds.

Servicing and/or Maintenance - Workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying and maintaining and or servicing machines, equipment or systems. These activities include lubrication, cleaning or clearing of machines or equipment and making adjustments or tool changes.

System - Equipment such as piping, wiring or ducting designed to store, process or deliver utilities or commodities. Some examples of hazards associated with systems are fluid pressure, temperature, hazardous liquids and gasses and electricity.

Tagout - The placement of a tagout device on an energy isolating device in accordance with this SOP, to indicate that the energy isolating device and equipment being controlled may not be operated until the tagout device is removed.

Tagout Device - A prominent warning device such as a tag and a means of attachment which can be securely fastened to an energy isolating device in accordance with an established procedure. This will indicate that the energy isolating device and equipment being controlled may not be operated until the tagout device is removed in accordance with approved company procedures.

F.4 PROGRAM AND ADMINISTRATIVE

F.4.1 Energy Control Program

Employers are required to establish a written program and utilize procedures for affixing appropriate lockout devices or tagout devices to energy isolating devices and to otherwise disable machines or equipment to prevent unexpected energization, start-up, or release of stored energy. This is to prevent injury to employees. This procedure satisfies that requirement.

F.4.2 Lockout or Tagout

The following procedures for lockout or tagout shall be followed:

- If an energy-isolating device is capable of being locked out, employees shall use a lockout device.

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- If the energy-isolating device is not capable of being locked out, employees shall utilize a tagout device.
- The lockout/tagout device shall be under the exclusive control of the authorized employee who installed it.

F.4.3 Compliance

All employees are required to comply with the restrictions and limitations imposed upon them by this SOP during the use of lockout/tagout. The authorized employees are required to perform the lockout/tagout in accordance with this SOP. All employees, upon observing a machine or piece of equipment, which is locked out or tagged out for servicing or maintenance, shall not attempt to start, energize or use that machine or equipment. Employees violating lockout/tagout procedures are subject to disciplinary measures up to and including termination.

F.4.4 Protective Materials & Hardware

Locks, tags with self-locking fasteners (tie wraps), chains, wedges, key blocks, lockout hasps, plug lockouts, wall switch lockouts, circuit breaker lockouts, gate valve lockouts, ball valve lockouts, adapter pins and tagout devices used for lockout/tagout shall be stocked and available for issue to authorized employees.

Lockout/Tagout devices will be singularly identified, shall be the only device(s) used for the controlling energy, shall not be used for other purposes and shall meet the following requirements:

Lockout/Tagout devices shall be capable of withstanding the environment to which they are exposed for the maximum period of time that exposure is expected.

Tagout devices shall be constructed and printed so that exposure to weather conditions or wet and damp locations will not cause the tag to deteriorate or the message on the tag to become illegible.

Locks used for lockout shall be RED in color. Red locks shall not be used for any other purpose.

Tagout devices, including their means of attachment, shall be substantial enough to prevent inadvertent or accidental removal. Tagout device attachment means shall be of a non-reusable type, attachable by hand, self-locking and non-releasable with a minimum unlocking strength of no less than 50 pounds.

All lockout devices and tagout devices shall indicate the identity of the employee applying the device(s), the date and a contact phone number.

F.4.5 Training and Communication

Each authorized employee shall receive training in the purpose and function of the lockout/tagout program. Training shall include the following:

Recognition of applicable hazardous energy sources the type and magnitude of energy available in the workplace and the methods and means necessary for energy isolation and control.

Lockout/tagout procedures.

- Tags are essentially warning devices affixed to energy isolation devices, and do not provide the physical restraint on those devices that is provided by a lock.
- When a tag is attached to an energy isolating means, it is not to be removed without the authorization of the authorized person responsible for it and it is never to be bypassed, ignored or otherwise defeated. It is advisable to disconnect and tape the leads from the “off” side of the breaker leading to the charged energy source.

F.4.6 Re-training

Re-training shall be provided for all authorized employees when:

- There is a change in energy control procedures.
- Whenever a periodic inspection reveals, or whenever the employer has reason to believe, that there are deviations from or inadequacies in the employee's knowledge or use of the energy control procedures.

F.4.7 Periodic Inspection

The employer shall conduct a periodic inspection of the energy control procedures at least annually to ensure that the procedure and the requirements of this SOP are being followed.

F.4.8 Equipment Specific lockout/tagout Procedure

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Prior to lockout/tagout and performing maintenance or service to a machine or piece of equipment that has one or more of the below characteristics, an equipment-specific lockout/tagout procedure shall be developed:

- The machine or equipment has the potential for the storage of residual energy or the re-accumulation of energy after shutdown;
- The machine has more than one energy source or a single energy source that is not readily identified and isolated;
- The isolation of the single energy source does not achieve a completely de-energized and isolated machine or equipment;
- The single lockout will not achieve a locked-out condition;
- The lockout device is not under the exclusive control of the authorized employee performing the service or maintenance;
- The servicing or maintenance creates hazards for other employees; and,
- The company has had incidents involving the unexpected activation or re-energization of the machine or equipment during servicing or maintenance.

F.4.9 Responsibilities

Supervision is responsible for the following:

- Assuring that employees affected by this procedure have been trained;
- Assuring that a safety briefing (TSTI) has been accomplished prior to beginning work;
- Providing lockout/tagout equipment; and
- Coordinating the continuation of lockout/tagout procedures during shift and personnel changes.

Employees are responsible for the following:

- Complying with the requirements of this procedure;
- Identifying to supervision problems or deficiencies with this procedure.

F.5 PROCEDURE

F.5.1 Preparation for Shutdown of equipment

Before an authorized employee turns off a machine or equipment, the authorized employee shall have knowledge of the type and magnitude of the energy, the hazards of energy to be controlled and the methods or means to control the energy. Employee will refer to the "Equipment-Specific lockout/tagout Procedure" or the appropriate technical/service manual to identify the type and magnitude of the energy that the machine or equipment utilizes, shall understand the hazards of the energy and shall know the methods to control the energy.

Machine or equipment shut down. An orderly shutdown must be utilized to avoid any additional or increased hazard(s) to employees as a result of equipment stoppage. Notify all affected employees that servicing or maintenance is required on a machine or equipment and that the machine or equipment must be shut down and will be locked out to perform the required service or repairs. If the machine or equipment is operating shut it down by normal stopping or shut down procedures.

Machine or equipment isolation. All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically locked and operated in such a manner as to isolate the machine or equipment from the energy source(s).

F.5.2 Lockout or Tagout Device Application

Lockout or tagout devices shall be affixed to each energy isolation device by authorized employees. Lockout devices, where used, shall be affixed in a manner that will hold the energy isolating devices in a "safe" or "off" position.

Tagout devices, where used, shall be affixed in such a manner as will clearly indicate that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited. Where a tag cannot be affixed directly to

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the energy isolating device, the tag shall be located as close as safely possible to the device in a position that will be immediately obvious to anyone attempting to operate the device. It is advised the leads be taken from the “off” side of the breaker, taped and tested for energy.

F.5.3 Stored Energy

Following the application of lockout/tagout devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained and otherwise rendered safe. Stored energy shall be dissipated or restrained such as that in capacitors, springs, elevated members, rotating flywheels, hydraulic systems and in air, gas or water pressure systems.

If there is a possibility of re-accumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed or until the possibility of such accumulation no longer exists.

F.5.4 Verification of Isolation

Prior to starting work on the machine, equipment or system that has been locked out or tagged out, the authorized employee shall verify that isolation and de-energization of the machine or equipment has been accomplished. This shall be done by first checking that no personnel are exposed, then verify the isolation of the equipment/system by instrument testing or operation of the normal operating controls to make certain the equipment or system will not operate. Isolation shall always be verified prior to any person placing their body in the area of hazard. Return operation controls to neutral or off position after verifying the isolation of equipment.

F.5.5 Performance of Work

The machine or equipment is now locked-out/tagged-out. The tasking can now be safely performed.

F.5.6 Release from Lockout or Tagout

Before lockout/tagout devices are removed and energy restored to the machine or equipment, the following procedures shall be followed and actions taken by the authorized employee(s) to ensure the following:

- The work area shall be inspected to ensure that non-essential items have been removed and to ensure that machine or equipment components are operationally intact.
- Check the work area to ensure that all employees have been safely positioned or removed from the area.
- Verify that the controls are in neutral or in the off position.
- Remove the lockout/Tagout device(s).
- After lockout or tagout devices have been removed and before a machine or equipment is started, affected employees shall be notified that the lockout or tagout device(s) have been removed; that the installation, service, or maintenance is completed and the machine or equipment is ready for use.

F.5.7 Lockout or Tagout Removal

Each lockout or tagout device shall be removed from each energy-isolating device by the employee who applied the device. Exception: When the authorized employee who applied the lockout or tagout device is not available to remove it, that device may be removed under the direction of the functional area supervisor or manager, provided the following are complied with:

- Verification by the Safety supervisor or his representative, or subcontractor supervisor that the employee who applied the device is not at the facility.
- Verification by the safety manager, supervisor or operational manager that the removal of the lockout/tagout will not endanger life or property.
- Safety Manager, Supervisor, or Supervisor of subcontractor makes all reasonable efforts to contact the authorized employee to inform him/her that his/her lockout or tagout device is being removed.

F.5.8 Testing or Positioning

In situations in which lockout or tagout devices must be temporarily removed from the energy isolating device to test or position the machine, equipment or component thereof, the following sequence of actions shall be followed:

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Clear the machine or equipment of tools and materials.

- Remove employees from the machine or equipment area.
- Authorized employee removes the lockout or tagout devices as specified in Paragraph 5.6 above, (Release from lockout or tagout).
- Energize and proceed with testing and or positioning.
- De-energize all systems and reapply energy control measures as specified above in Paragraph 5.2 - Lockout and Tagout Device Application, Paragraph 5.3 - Stored Energy, and Paragraph 5.4 - Isolation Verification.

F.5.9 Outside Personnel or Contractors

Whenever outside, subcontractors, servicing personnel are to be engaged in activities requiring lockout/tagout of machines or equipment, the responsible functional area supervisor shall provide a copy of this SOP to the contractor; explaining in detail our requirements and procedures for lockout/tagout. Outside contractors shall assure that his or her employees understand and comply with FS lockout/tagout procedures.

F.5.10 Group Lockout or Tagout

When servicing and or maintenance is performed by a crew or other group, they shall utilize a procedure which affords the employees a level of protection equivalent to that provided by the implementation of a personal lockout or tagout procedure. These procedures will include, but are not necessarily limited to:

- Primary responsibility is vested in an authorized employee by the responsible functional subcontractor supervisor for a set number of employees working under the protection of a group lockout or tagout device.
- Provision for the authorized employee of the subcontractor to ascertain the exposure status of individual group members with regard to the lockout or tagout of the machine or equipment; and
- When more than one crew or group is involved, assignment of overall job-associated lockout or tagout control responsibility to an authorized employee of the subcontractor designated to coordinate affected work forces and ensure continuity of protection; and
- Each authorized employee shall affix a personal lockout or tagout device to the group lockout device, group lockbox or comparable mechanism when he or she begins work, and shall remove those devices when he or she stops working on the machine or equipment being serviced or maintained.

F.5.11 Shift or Personnel Changes

Should shift and or personnel changes occur, functional subcontractor supervisors shall ensure the orderly transfer of lockout or tagout device protection between off-going and oncoming employees to minimize exposure to hazards from the unexpected release of stored energy.

F.6 Office of Primary Responsibility.

Quality Control/Safety Manager

SECTION G THE OCCUPATIONAL HEALTH/INDUSTRIAL HYGIENE PLAN

G.1 INTRODUCTION

G.1.1 Purpose

The purpose of this program is to comply with the applicable Health and Safety regulations during any activity conducted by FS employees under the OWNER- JOC.

The FS and OWNER team will monitor activities/work and will provide necessary support to comply with regulations, Client policies and procedures and contractual or Task Order requirements. The QC/Safety Manager will be responsible for providing continuous surveillance to be certain that safety is not compromised during any work conducted at the site.

G.2 RESPIRATORY PROGRAM

In compliance with the requirements of the respiratory protection program of FS, employees and subcontractors involved in activities requiring use of a respirator will be trained in the proper use of the equipment and all

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requirements. This includes proper selection, use, storage and maintenance of respirators, medical fitness, respirator fit-testing, periodic exposure assessment and monitoring, annual evaluation of this program and training. Any employees involved in field activities that require the use of a respirator will be fit-tested using either qualitative or quantitative fit-testing procedures.

These employees will also be fit-tested annually, and required to have an annual medical evaluation to ensure that they are medically fit to wear respirators. The QC/Safety Manager will be responsible for the implementation of this program. These requirements will be, when necessary, a job requirement and the responsibility of training and testing will be the subcontractors. The subcontractor will also have written proof of training in the employees files and will be available to FS.

G.3 HEARING PROTECTION PROGRAM

All employees with potential for noise exposure above 85-dB (A) shall be provided hearing protection. Employees shall be required to wear ear protection if the noise level is such that voices must be raised to hear a normal conversation. Additionally, workers in the close proximity of an operating generator will also be required to wear ear protection. Testing will be conducted to determine sound pressure levels in areas suspected of dangerous, sustained noise. Permissible exposure limits will not be exceeded. The QC/Safety Manager and subcontractor supervisor will be responsible for implementing the requirements of this program.

G.4 PAINTING ACTIVITY

Any employee involved in painting activities will be trained in Hazard Communication, Respiratory Protection, Lead and Asbestos awareness and other applicable safety and health training as deemed necessary. An industrial hygienist will conduct exposure assessments as necessary to determine employee exposure levels. Based upon the results, appropriate engineering, administrative or personal protective measures shall be provided to protect employees. These requirements will be, when necessary, a job requirement and the responsibility of training and testing will be the subcontractors. The subcontractor will also have written proof of training in the employees' files and will be available to FS.

G.5 WELDING ACTIVITY

Any employee involved in welding activities will be trained in Hazard Communication, Respiratory Protection, Personal Protective and Safety Equipment, Fire Prevention and other applicable safety and health training as deemed necessary. The supervisor shall assure the welder is properly trained and can perform his or her duties without creating health or safety hazards in the surrounding area. These requirements will be, when necessary, a job requirement and the responsibility of training and testing will be the subcontractors. The subcontractor will also have written proof of training in the employees' files and will be available to FS.

G.6 TRAINING

FS employees will be trained initially (Indoctrination Training) and annually. The Safety and Health Plan and all procedures will be discussed. The QC/Safety Manager will be responsible for conducting training. Subcontractor on-site safety training will be conducted at least once each week. Weekly safety training shall be conducted by the QC/Safety Manager, QC/Safety Inspector, DOM, Subcontractor's supervisors or foreman. Different safety and health topics will be discussed, as appropriate for that particular Task Order. Supervisor meetings involving subcontractor(s) supervisors, FS QC/Safety personnel and the OWNER representative(s) will be invited to safety meetings which will be conducted monthly to discuss safety matters and safety planning for particular Task Order. Subcontractor training issues will be the responsibility of the subcontractor to initiate, plan, and complete. The FS Safety Manager will assist as necessary.